IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA
Civil Action No. 99-CV-02496 (GK)

UNITED STATES OF AMERICA,

Plaintiff,

vs.

PHILIP MORRIS, INCORPORATED, et al.,

Defendants.

DEPOSITION OF STEPHEN ROBERT STRAWSBURG

The deposition of STEPHEN ROBERT STRAWSBURG was taken by the Plaintiff for the purpose of discovery and for use as evidence in the above-entitled cause before PAGE CHAMPION ROBERTS, CVR-CM, Certified Verbatim Reporter and a Notary Public for the county of Guilford and the state of North Carolina at large, in the Office of the United States Attorney, 251 North Main Street, Seventh Floor, Winston-Salem, North Carolina, on the 23rd day of May 2001, beginning at 8:58 a.m.

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GRAHAM ERLACKER & ASSOCIATES
3504 WEST HILL ROAD - SUITE 22
WINSTON-SALEM, NORTH CAROLINA 27103
(336) 768-1152

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APPEARANCES

FOR THE PLAINTIFF:

James P. Ellison, Esq., and
James J. Schwartz, Esq.
U.S. Department of Justice
Post Office Box 14524
Ben Franklin Station
Washington, D.C. 20044

FOR THE DEFENDANT PHILIP MORRIS, INCORPORATED:

Winston & Strawn, by
Luke A. Palese, Esq.
35 West Wacker Drive
Chicago, Illinois 60601-9703

FOR THE DEFENDANT R. J. REYNOLDS TOBACCO COMPANY:

Jones, Day, Reavis & Pogue, by
Geoffrey K. Beach, Esq.
51 Louisiana Avenue N.W.
Washington, D.C. 20001-2113

- and -

Thomas F. McKim, Esq.
Assistant General Counsel
R. J. Reynolds Tobacco Company
Winston-Salem, North Carolina 27102

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STIPULATIONS

(1) It is stipulated and agreed to between all parties that the deposition is being conducted pursuant to the Federal Rules of Civil Procedure.

(2) The deposition is being conducted pursuant to notice.

(3) It is further stipulated that the reading and signing of the deposition are not waived.

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DEPOSITION EXHIBIT

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Thereupon:

MR. SCHWARTZ: This deposition is being conducted pursuant to notice and pursuant to the Federal Rules of Civil Procedure and the Case Management Orders issued in this case, including but not limited to Order Number 51, which is the Ninth Case Management Order. Pursuant to Orders Number 7 and 36, the court reporter has executed an confidentiality agreement governing the disclosure of any confidential documents or information reviewed today.

- - - - - - - - -

STEPHEN ROBERT STRAWSBURG

a witness called pursuant to notice, first being duly sworn, was examined and testified on his oath as follows:

EXAMINATION BY MR. SCHWARTZ

Q. Good morning, Mr. Strawsburg.

A. Good morning, Jamie.

Q. We met briefly. Again, my name is James Schwartz, and I'm here with J. P. Ellison.

A. J. P.

Q. We represent the United States in the lawsuit of U.S. versus Philip Morris, et al. We're here today to take your deposition. Can you just quickly state your name and date of birth for the record.

A. Yes, sir. My name is Stephen Robert Strawsburg,

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and my date of birth is [DELETED] 1954.

Q. And what is your current address?

A. My current address is

[DELETED]

Q. Have you ever been deposed before?

A. Yes, I have.

Q. How many times?

A. Twice.

Q. And we'll get to that in a minute, but - so you've sort of been through this before. You know the routine. I'm going to go through some of the rules. You might have heard them before.

A. I've been deposed before, yes, but I've never been deposed by the federal government.

Q. Okay. Well, it's going to be a similar deal. I'm going to ask questions. You're going to answer them to the best of your ability. If at any time you don't understand a question, please stop me and say "I don't understand," and I'll do my best to rephrase it or ask another question.

A. I'll try to do that.

Q. Okay. If we could avoid talking over each other for the court reporter's benefit. I'll try to make sure that you're done with your response before I start a new question, and if you could just - you might know what I'm getting at with the question, but if you could wait till I'm

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done, then the record will be clear and then you can start your answer. Also, if you could avoid head bobs, head nods, and just respond yes or no and, again, keep the court reporter happy, keep the record clear. If at any time you need to take a break, let me know.

A. All right.

Q. You know, we can - we can always stop, take a break for however long you need. And I think that's pretty much it for the ground rules.

A. Could I have a---? I'd like to ask a question.

Q. Sure.

A. What's the schedule? I've got an appointment I've got to get out to.

Q. And what time is that?

A. I need to be - I need to leave here at five, if I can.

Q. I will do my best, you know, to---

A. I would - I would appreciate it if we could.

Q. Yeah, uh-huh. Hopefully, everything will go smoothly and we won't have any problems and we'll be able to accommodate that. We knew that you had something, so---

A. Okay. Good. I just wanted to make sure.

Q. Are you taking any medications today that might interfere with your ability to testify truthfully and honestly?

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A. I don't think so, but I do take some medication. I take a pill called Protonic, which is for stomach acid, like a reflux, and I take an allergy pill, which is called Allegra, I think it is, and I take a - occasionally I'll take a pill called - it's hard to describe. It's called - it's like a derivative of Librium. Librax, I think it's called, and it's a - it helps me with - I get these esophageal spasms from time to time. I did take - I took - did take all three of those in the morning.

Q. Okay. But you don't think that had anything---?

A. No, I don't. I - to answer your question, no, I do not believe that those would interfere with my, you know, testimony or ability to testify.

Q. Okay. And one other ground rule, just to try to make things easier: During the deposition I may say RJR; I may say R. J. Reynolds; I may say RJR Tobacco Company. If we could understand that when I'm - when I say RJR, I'm referring to R. J. Reynolds Tobacco Company, that might make things go a little bit smoother. Is that okay?

A. You'll have to help me out because the corporate structure is, I work for R. J. Reynolds Tobacco Company.

Q. Right.

A. There is a whole separate company called R. J. Reynolds Tobacco Holdings Company.

Q. Right.

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A. So which one are you---?

Q. I'm referring to the one that you work for.

A. R. J. Reynolds Tobacco Company?

Q. Yes.

A. Okay.

Q. So when I say RJR, that's what I'm referring to. So is that all right?

A. That's the company I work for, yes.

Q. Right. Okay.

A. R. J. Reynolds Tobacco Company.

Q. Right. What were the two other depositions that you've taken? What were those cases in?

A. One deposition was in New York, and I believe the name of the trial - it was a - I believe it was a civil suit, and I believe the name was Anderson versus et al. - Tobacco Companies, et al., and the other - second deposition was - I believe the name of the suit was Falise, F-a-l-i-s-e, I believe, was what it was, and it was Falise versus R. J. Reynolds, Philip Morris, I guess, whatever. I think that's the proper - I know the one was Anderson, and I think the other one was Falise. I think that's what it was called, was Falise.

Q. Okay. And in Anderson what - were you deposed as a 30(b)(6) representative, or were you - was it a 30(b)(1), if you remember, if you know?

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A. I don't remember exactly which it was.

Q. Okay. What about Falise?

A. I don't remember. I don't want to speculate on it.

Q. Do you recall whether you were called to testify on certain issues, or was it something similar to today, where they just noticed you as a person?

A. I think I was called to testify on certain issues.

Q. In both of those cases?

A. Yes, I believe I was.

Q. Do you remember what issues you were called on to testify in Anderson?

A. I believe it would have been the Master Settlement Agreement, would be - that's what I recall.

Q. What about Falise?

A. I think it would have been the same thing. The depositions were - had been some time ago. I just don't recall the exact, you know, content of the deposition, but it was generally - I think we talked about - or generally I was there, I thought, to testify about MSA. Yeah, MSA.

Q. Okay. Do you remember about when the Anderson depo was?

A. Let me see. Excuse me for that sigh. I don't remember exactly, but it was probably within the last twelve months, is going to be my best estimate.

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Q. What about Falise?

A. Falise was after that time, so it, too, I think, has been in the last twelve months. You know, twelve plus or minus a couple of months is about what I remember.

Q. What is your current position with RJR?

A. My current title is vice president of public issues.

Q. And how long have you held that position?

A. Since early 1999 - actually, mid-1999. I believe it was May of 1999.

Q. And what are your duties in that role?

A. My primary duty is to continue to implement, execute, and develop our youth nonsmoking programs for R. J. Reynolds Tobacco Company. In addition, I also perform some local - what I'll call local duties, where I represent the company locally here in Forsyth County on several boards of directors for economic development or community kind of organizations, such as the Winston-Salem Chamber of Commerce, the Forsyth Technical Community College Foundation Board, and the board of, for instance, an organization called the Piedmont Triad Partnership, which is a regional economic development authority. So I do do some representation for the company with those boards, with local organizations that involve economic development, as well as I do interface from time to time with local officials on

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governmental issues or zoning kind of issues, sort of things that come up here in town.

Q. Do your duties involve anything with the Master Settlement Agreement?

A. Oh, yes, they do.

Q. What---?

A. The first set of duties where I talked about our youth nonsmoking programs, yes, involve the Master Settlement Agreement.

Q. What types of things do you do in regards to working with the Master Settlement Agreement?

MR. BEACH: Object to the form of the question.

You can answer.

Oh, okay. I do--- Well, let me - by way of background, let me give you an overview.

THE WITNESS: Could you actually read back the question to me so I can get it?

THE COURT REPORTER: Yes. Just one second.

(Thereupon, the court reporter reads back the pending question as follows: "Q. What types of things do you do in regards to working with the Master Settlement Agreement?")

A. Let me start by answering your question by saying that the Master Settlement Agreement is a very large, comprehensive agreement between my company and the other

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tobacco companies and forty-six states and a number of territories beyond those states. That said, all of us at Reynolds Tobacco Company have responsibilities related to making sure that we're implementing the MSA in various departments and places, as well as a responsibility, I think, to be diligent about implementing the MSA. So all of us have a responsibility in that area.

I interface with some provisions of the MSA in the area of youth nonsmoking, and there is a section in the MSA that speaks to cultural corporate commitment. I believe it's section (l) in the Permanent Relief section. In that section of the MSA - and I'm going to try to - I'm not going to quote directly because I don't have it exactly, you know, down, but I'm going to paraphrase what's in there - there is a - stated in there is a provision that the companies have to designate an individual at the officer level who is responsible for identifying and pursuing opportunities to reduce the access of children to cigarettes as well as the incidence of youth smoking in this country, and I was designated as that individual - I believe it was in May or June of 1999, designated as that individual to NAAG, N-A-A-G, which is the National Association of Attorneys General.

So as that individual, I, as I mentioned to you earlier, work on our youth nonsmoking programs and am

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responsible for driving those forward, carrying those programs out, and those programs have been in place, I should note, for quite a period of time going back into the early 1990s, well before the MSA was signed and finalized. I could, if you'd like, now explain more in detail, give you an overview of what I do on the youth nonsmoking programs, and I'll be glad to do that.

Q. Sure. Why don't you tell me what you do for youth nonsmoking.

A. Okay. It will---

MR. BEACH: Object to the form of the question.

Q. You can answer.

A. It's going to take me awhile, so let me - give me some time. We have at Reynolds Tobacco Company and have had several components of a youth nonsmoking program in place since the early 1990s. I'll refer to the first component as the We Card program, and let me give you a general overview of the We Card program, and then I want to talk about, as well, a program that preceded that called Support the Law, which began in 1992.

The We Card program is a program that works to train the retail clerks and retail store owners in stores that sell cigarettes to effectively and efficiently prevent the sales of cigarettes to underage individuals, and the We Card program is managed and created by a coalition of groups

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that includes major retail trade groups, includes major tobacco companies, Philip Morris, Reynolds, Brown and Williamson, Lorillard, and then a host of other statewide coalitions in various states of retailers and associated groups. So it's a pretty big, broad, nationwide coalition of groups and individuals who come together to try to address this issue of preventing kids from being able to buy cigarettes illegally at the - in the retail environment. The coalition--- Or let me back up.

The We Card program today is housed under a group called the Coalition for Responsible Tobacco Retailing, and we refer to it as the We Card Coalition in shorthand, and that coalition is made up of - well, the primary members are Reynolds Tobacco Company, Philip Morris, Brown and Williamson, Lorillard, the National Association of Convenience Stores, FMI, which is Food Marketing Institute, the NGA - I believe it's called National Grocers Association - and there's one other group now that my memory can't come up with but I'll probably come back to later. Anyways, the coalition was formed in 1995 and has been managing the We Card program or driving the We Card program ever since. And I'm really abbreviating what we do for the sake of answering your question here, but the - as I mentioned, the program is designed to provide training to retailers, and we do that through on-site sessions around

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the country where retailers have the opportunity to come in and be trained by live trainers on the methods to - or a set of methods on preventing underage kids from being able to buy cigarettes, and one of the things that they're trained on is how to card individuals, prevent underage sales by effective carding of people who come to stores to make sure that they have proper ID and that they're truly adults.

In addition, the We Card Coalition provides materials for stores to be able to outfit the stores. You may have seen them around. There are signs, decals. There are tip sheets for the clerks to remind them on how to effectively card. There are training materials as well, reminder training materials, and there's video to where a store manager can work with his or her clerk employees to keep them up to speed, to train them himself. So it's a very, I think, good kit that, when sent to a store, you can outfit the store with signage that says "We Card," "Under Eighteen No Tobacco" or in those states where it's under nineteen, "Under Nineteen No Tobacco," and it acts as a - I think a reinforcement that that retailer is going to enforce the law, is not going to sell the underage, and acts as a deterrent to kids who unfortunately might think they can try to buy cigarettes underage. That's the gist of the We Card Coalition.

Q. One question about that---

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A. I'm sorry.

Q. ---before you move on.

A. Okay.

Q. With the We Card program, is there any mechanism for anyone in the coalition to go around to the various retail stores to see if the materials that were sent at the training that was given are in place and working?

A. I don't follow the question, again.

Q. Is there anyone who goes around to check to see if - like, you talked about the little signs - to see if the signs are out and that the materials you provide are being used by the retailers that you send them to?

MR. BEACH: Object to the form of the question.

Q. You can answer.

A. Well, literally, there are - I'm going to have to ask for a clarification.

Q. You said that you send all this stuff out to the retailers, you provide training, is that correct?

A. The coalition does.

Q. Right. Does the coalition, aside from providing training - do they have people that might go and spot-check stores to see if the We Card signs are up, to see if the clerks are using the training that they have been given?

A. Now---

MR. BEACH: Object to the form of the question.

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I'm sorry.

A. Now I understand.

Q. Okay.

A. I didn't hear the first part, which said We Card Coalition.

Q. Okay.

A. In the sense that our trainers are out in the field and that members of the coalition are out in the field, they are looking, you know, on their own for that, for signage in the stores, and we see a lot of it when we're out there. I'm not aware of any, today, specific spot-checking program run by the coalition, but that doesn't mean that we may not have done that in the past. I would also add that over seven hundred thousand of these kits have been provided in the last five, six years since 1995, and in my experience when I've been out there, I see the kits everywhere. I see stores everywhere that have the signage up. That's my experience.

Q. Is the We Card program - as far as retailers, is it a voluntary program for them to participate in?

A. Yes, it's voluntary.

Q. You also mentioned the Support the Law program?

A. Yes. I was---

Q. Can you please explain that.

A. ---going to come back there. And I'm still

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answering the original question. Okay? Or the question---

MR. BEACH: The original question that was asked was what types of things do you do under the MSA, and you started to answer that---

THE WITNESS: Right.

MR. BEACH: ---with a discussion of We Card, and I think you're going to continue your answer to that.

A. That's what I'm doing. Okay. Prior to the We Card program, We Card Coalition, my company had a program that, again, was voluntary and was a training program similar, very similar to We Card, called Support the Law that had begun, I believe, in 1992, and, again, we participated, helped drive that program in terms of retailers being trained to prevent the sale of cigarettes to underage individuals, and we provided signage and in-store materials analogous, I think, to what's provided in We Card. And when we joined the We Card Coalition in 1995, we just transitioned all our support to We Card, and I believe, actually, all the other companies did as well, relative to whatever programs they had, and we joined together and now have this unified program going forward.

So when I started out talking about the MSA, we - in the MSA, Section (l) under the Permanent Relief, I mentioned one of the provisions is for the companies to identify additional ways to reduce the access and incidence

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of youth smoking. I view my participation in the We Card Coalition, as a board member of the We Card Coalition, as active participation with that provision of the MSA. And that's a pretty quick thumbnail sketch of the We Card Coalition and our Support the Law program. There are other aspects that I haven't really gone into, but for the sake of answering the question in a reasonable time period, that's - that is my answer.

Now the next program that I'd like to talk about would be what - the program we refer to as Right Decisions Right Now. The Right Decisions Right Now program is a multifaceted program that we began executing in the early 1990s prior to my being involved. As I stated earlier, in 1999 is when I became involved with the program directly. And the Right Decisions Right Now program, as I said, is multifaceted. It has several components. Now let me go through those, if you will, and, again, I'm going to be abbreviated for the sake of getting through the answer in a reasonable time fashion.

One of the components of the Right Decisions Right Now program is that we provide to public middle and junior high schools, as well as some private middle and junior high schools, what we call study guides or curriculum units that help teachers in the classroom reach out to kids and teach kids how to make good decisions, how to make the right

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decisions right now, and these study guides are provided to schools, public and middle junior high schools [sic], free of charge and have been since, I believe, 1991 or 1992, that early time frame.

There are presently six of these study guides. They - I'll just give you a very brief overview of the study guide. The study guide - for instance, there's one called - one on decision-making skills, there's another one on refusal techniques, there's another one on consequences of decisions, there's one on values, there's one on responsibility, and probably one other. I've forgotten the name right off the top of my head. But the study guides are intended to be used by the teachers in the classroom to teach a course, a minicourse, if you will, on making a good decision. So, for instance, the study guide on refusal skills provides teachers with some tools to help kids work through ways to say no, to refuse, if you will, choosing to smoke or drink or do drugs or other, you know, illegal or other misbehaviors. And the study guides generally have four activities that the teacher takes the kid through or the kids through that involve some interactive role playing on the part of the kids, some skits, and some work by the kids in terms of defining their own areas or their own set of issues. The study guides are intended to supplement other curriculum in the schools and can be used in a number

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of different settings at the discretion of the teacher, and, you know, they're very flexible, is what I'm trying to say.

So we have these six study guides. We provide them to junior and middle high schools, public high schools, as--- Excuse me. Let me back up. Junior and - junior high schools, middle schools - let me get my terminology right here - that are public, as well as junior and middle schools that are private. Currently, I believe, in the last mailing--- Well, let me back up. I didn't tell you this.

We try to mail one of the six study guides twice a year. Actually, we mail two study guides, is what we try to do, twice a year to the schools, one in the spring, one in the fall. That's what our goal is each year, and so we provide those free of charge to the schools, these middle and public junior high schools. The last mailing - to give you a sort of an order of magnitude, the last mailing this spring reached over thirteen thousand schools in total, and some of the numbers I saw were around - those schools had somewhere in the range of eight million students, something like that. So those materials are provided to schools that have the potential to reach that many kids.

So that's one part of the Right Decisions Right Now program, and I should back up and say in the study guides, to give you a little more feel for it - in the study guides, there are - it's a unit for the teacher to work

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through the lesson. There's a poster that's usually put up in the classroom or near the classroom that reinforces the lesson, and then there are activity sheets for the kids to use to go through the lesson, so it's a nice package that the teachers can work with. So that's one part of the Right Decisions Right Now program.

Another part of the Right Decisions Right Now program is that we provide, again, to the same types of schools, posters that reinforce - again, twice a year, I should add - that reinforce the message that - to kids that smoking is not cool. That - these posters essentially challenge the unfortunate perception that some kids have that smoking is cool or the unfortunate perception that smoking is in or that smoking is something that they want to do, and we provide these posters as a supplement to the Right Decisions Right Now effort so that the schools have the opportunity to place the posters in classrooms, in hallways, wherever they feel appropriate, to, again, reinforce the message of choosing not to smoke, rejecting the choice of smoking among kids. So that's part of the program.

In addition, under Right Decisions Right now we have available for adults three brochures or pamphlets. One of them is called "Choices," and the second one is called "Tobacco - Helping Your Child Say No" or "Helping Your

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Children Say No," and a third one is called "How to Talk to Your Kids About Smoking Even If You Do." Now the intent of these brochures, if you will, pamphlets, is to give parents somewhat of a guide on how to talk to their kids and interface with their kids on, you know, not smoking. It helps parents engage in a conversation and other actions to help reinforce with their kids that they should not smoke in that it gives the parents some tips on how to talk with their kids in that regard. The brochures, generally speaking, talk about subjects such as peer influence and peer pressure that kids feel to smoke and misbehave in other ways and how parents can assist in helping deal with those pressures and those issues, as well as other subjects that are helpful to parents.

So in a general sense we have these three brochures that are available, and they've been made available to a variety of folks over the years. We've mailed them to pediatricians. We've mailed them to guidance counselors at these schools. We've mailed them to public libraries so they're available in the resource section. We've fulfilled requests where folks will write us or call us or use the Internet site, rightdecisionsrightnow.com, to get materials. So we send them out on a regular basis to those adults who are interested in trying to prevent kids from smoking. So that's another aspect of the Right

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Decisions Right Now program.

In addition, there are some other things that we do with Right Decisions Right Now. We are in the process of looking at a couple of what I'll call pilot programs where we are working with some community groups to help their efforts to reduce the incidence of smoking, and these are programs to - I'll give you one example. One example: The Winston-Salem Urban League came to us and asked if we would help them with a program they call Project Self, and it's a program to help at-risk children, primarily, I think, middle school kids, to learn skills to make them both better citizens, but also to help prevent - importantly, to prevent the kinds of risks that these kids face, drinking, drugs, violence, smoking. They came to us, and we provided them with some funding to help carry that program out, to - we provided them with materials, such as our posters and curriculum units, that they could adapt so that we could learn together how to - how these materials can be adapted to that sort of a program. And that program is done both in some of the schools locally as well as there is a summer camp type of feature they have.

So we're looking for programs like that. We're involved with programs like that. I've provided materials as well to a group called the Institute for Youth Development in Virginia that was involved with a - and still

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is involved with a program called Right Choices for Virginia Youth that's run, I think, with - out of the Department of Health in Virginia and the governor's office. So we're always looking for opportunities to extend our Right Decisions Right Now program into community-based efforts and community-based programs beyond the schools, and there are other ones that we are doing like that, but for the sake of brevity, I'm not going to go into those. We can talk about those later if you want.

Q. Sure.

A. So that's an overview. There are other things we do, but that's an overview of some of the aspects of Right Decision Right Now program, the We Card program, and those are two programs that I've mentioned have been in place since the early 1990s that, in my view, fulfill and then some the provisions of the MSA relating to reducing the incidence of youth access - reducing the incidence of youth smoking and access to cigarettes among underage kids in this country, paraphrasing the MSA provision.

Q. Is the Right Decisions Right Now program - is that exclusive to RJR?

A. Yes, in the sense that it is our program, but we certainly allow, you know - and as I articulated to you, we allow pretty much anybody to use it if they want, and I think we even state in the materials, if you want to make -

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even though we have the copyright, if you want to make copies or - you know, for use - appropriate use, please do. So we make it very easy and open for anybody to use it, but, yes, it - it is our program. It's our copyright.

Q. Other than the three programs that you mentioned, the Right Decisions Right Now, We Card, and Support the Law, did RJR have any other organized youth smoking programs prior to the earliest one?

MR. BEACH: Object to the form of the question.

A. I---

Q. Let me - let me clarify it.

A. Yeah, please clarify.

Q. You weren't quite sure what the dates were on the three - you weren't exactly sure as far as exactly when each started, and I'm just saying before whenever the earliest one was, and it probably was Right - Right Decisions Right Now--- You said that started in the early '90s?

A. I believe Right Decisions Right Now was 1991, so---

Q. Okay. So assuming that was the earliest of the three that you mentioned, did RJR have any other youth nonsmoking programs before that?

A. I think we were supportive of efforts by the Tobacco Institute related to some materials that were provided by the Tobacco Institute for adults. Beyond that,

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I can't recall anything. I think - remember that I was - became more directly involved in the program in 1999, so---

Q. Okay.

A. ---that's pretty much my frame of reference.

Q. Okay. In your current position as vice president of public issues, are there any other public issues that you work with?

A. I thought I made - maybe I didn't make it as clear, but I do - I am engaged in some of the local---

Q. Right. Right.

A. ---activities.

Q. Aside from the ones that you mentioned.

MR. BEACH: Excuse me. Let me just interrupt. Please don't interrupt the witness when he's answering a question.

MR. SCHWARTZ: Sorry.

MR. BEACH: Why don't you, if you want to, have the question repeated and then answer the question.

THE WITNESS: Would you please, Page?

THE COURT REPORTER: Yes.

MR. BEACH: Or you can withdraw the question and reask it.

MR. SCHWARTZ: Just let me withdraw it. You don't need to go through that.

THE COURT REPORTER: Pardon me?

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MR. SCHWARTZ: Let me just withdraw it. You don't need to go through that.

THE COURT REPORTER: Okay. Let me switch sides so I don't have to do that while you're talking.

Q. Other than the two things that you mentioned - you mentioned youth smoking and working within the community as two examples of what you do in your position as vice president of public issues - are there any other types of public issues or areas that you work in, in your position?

A. Can you help me out on what you mean by public issues or areas?

Q. Well, why don't you tell me. It's your job. You know, what does public issues mean in your position?

A. Public issues means, in my position, youth nonsmoking programs that I articulated earlier, the local issues kind of thing that I've articulated earlier where I am involved with various local groups like the Chamber of Commerce, civic oriented kind of groups. So to the degree that there's issues associated there with things like economic development in our community, better relations between groups in the community, yes, if you consider those issues, I'm involved with those, and I also, from time to time, help out with, I guess you could call them, issues where - environmental issues where, for instance, we, from time to time, will go through the normal permitting process

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for our facilities relative to air emissions permits, and I'll be involved with going to those public hearings and dealing with, you know, anybody who comes to those. So I mean that's the kind of thing I do.

Kind of - I guess a way of thinking about it is - on these local issues is, I'm someone that people in the community, not RJR, can reach out to, to help handle or deal with any issues they have, so from time to time I'll get phone calls because - well, I'll get phone calls from people saying I want to do X, Y, or Z or I need to talk to X, Y, and Z, and they'll call me because my name is listed as the contact person in the Chamber of Commerce book, membership book. So I deal with - you know, in fairness to your question, I deal with a host of, quote, I guess you could call them "issues," just through those contacts, but - and that's just one tiny facet of my job.

(Thereupon, Mr. Ellison leaves the deposition.)

Q. What was your position prior to your current position?

A. I believe my title was senior director of public affairs.

Q. You had said earlier that in approximately April or May, I think it was, of 1999, you were assigned to work with the MSA. What position were you in when they gave you the responsibilities with the MSA?

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MR. BEACH: Object to the form of the question. Misstates his testimony. You can answer, Steve.

A. Yeah. I think what I said was - if I recall my testimony, was that in May of 1999 I was promoted to vice president.

Q. Okay.

A. And named - somewhere in May, June 1999, named to NAAG as the individual in Section (1) of the MSA that's responsible for reducing - looking at areas to reduce the incidence of youth smoking and youth access. Prior to my being named vice president of public issues, which, again, I believe was May of 1999, I was a senior director. My title was senior director of public affairs. And now if you would give me your question back.

(Thereupon, Mr. Ellison returns to the deposition.)

Q. You did - you did---

A. That was - that was my statement trying to clarify the record there for you, the time record.

Q. That answered my question.

In your prior position as senior director of public affairs, did you have any role with the youth smoking programs?

A. Yes, I did.

MR. BEACH: Object to the form of the question.

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Q. Okay. You can answer.

A. I did for a brief period of time in, say - and, well, I think it was February, March, somewhere in that time frame, as a senior director of public affairs, I was given the opportunity to help with the youth nonsmoking programs that we were conducting, which I articulated to you, and I worked for a couple of months as senior director of public affairs with those programs, but I also had the same duties that I articulated relative to the local affairs, local issues, if you will. So I had a couple of months of direct involvement prior to being named the vice president of public issues, and I - again, I think that was in the February, March time frame, is about when that would have occurred, is what I recall.

Q. Are you aware that you have been identified in RJR's interrogatory responses in this case as someone knowledgeable about the MSA?

MR. BEACH: Excuse me. Let me interject. Steve, in the course of this deposition today, you may get asked questions that relate to subjects that were discussed in preparation for your deposition. You should answer counsel's questions, but not answer them to the extent that it would call for you to divulge privileged communications, and I'm sure counsel for the government doesn't intend to ask you questions which

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call for you to divulge confidential, privileged information. So subject to that admonition, you can please answer his question.

THE WITNESS: Could you repeat the question back to me, please.

(Thereupon, the court reporter reads back the pending question as follows: "Q. Are you aware that you have been identified in RJR's interrogatory responses in this case as someone knowledgeable about the MSA?")

A. Yes, in a general sense, I am aware---

Q. Okay. Do you---?

A. ---of that.

Q. Okay. Do you know why you were identified as someone knowledgeable about the MSA in the interrogatory responses?

MR. BEACH: Object to the form of the question. No foundation. Calls for speculation.

A. Yeah. I mean - yeah, I mean, I'd have to speculate.

Q. Well, in the best of your knowledge, if you'd - go ahead and speculate, if you would.

MR. BEACH: You're not entitled to speculation from the witness. Steve, you can answer the question - if you know, you know; if you don't, you don't, and I

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would leave it at that or if you have some reasonable basis for answering. But you're not entitled to the witness speculating.

MR. SCHWARTZ: That's fine.

Q. If you know - as a general rule, if you know the answer to the question, great. If you don't know, "I don't know" is a perfectly good response.

A. I don't know the exact circumstances, but I could speculate that given---

MR. BEACH: Please don't speculate, Mr. Strawsburg. If you know, you know; if you don't---

A. I don't know. I'm sorry.

Q. No, that's okay. If you don't know, that's - that's the right answer.

Are you aware that you were identified in the RJR interrogatory responses that you are a person knowledgeable about youth smoking issues?

A. Yes.

Q. Do you - do you know whether RJR markets cigarettes outside the United States?

MR. BEACH: Time frame of the question, please?

MR. SCHWARTZ: Currently.

A. Currently meaning today?

Q. Yes.

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A. To my knowledge, we do not market cigarettes outside of the United States, and I - when I say "we," I'm referring to R. J. Reynolds Tobacco Company, as we talked about earlier. I am aware that we do produce cigarettes, some cigarettes, for a company called Japan Tobacco and - but that we produce the cigarettes, we don't market them, and I think it's a contractual arrangement or something with them. I recall seeing something announced when our international subsidiary was sold to Japan Tobacco that involved a manufacturing agreement of some kind.

Q. Do you know where those cigarettes are manufactured for Japan Tobacco's use?

A. Not exactly.

Q. Do you know whether RJR continues to derive revenue from that manufacturing agreement that you talked about between Japan Tobacco and RJR?

A. I don't know if we do or not.

Q. Do you know whether, as a condition of that agreement with Japan Tobacco, that Japan Tobacco agreed to be held under the same restrictions of the MSA as RJR is?

MR. BEACH: Object to the form of the question. Calls for a legal conclusion.

A. Let me back up and say my understanding, slim as it is, of any relationship with Japan Tobacco is based on what I saw or recall seeing in a press release some years

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ago that related to a manufacturing agreement. I'm not really the person to talk to relative to any of that sort of - anything related to the nature of or relationship with Japan Tobacco.

MR. SCHWARTZ: I'll object to that response as nonresponsive, and I'll ask the question again.

Q. Just in your position as someone knowledgeable about the MSA, do you know whether the agreement between RJR and Japan Tobacco has any provisions that Japan Tobacco will also abide by the MSA as RJR is to abide by the MSA?

MR. BEACH: Object - let me object to the form of the question. Object to the preamble to the question. It's asked and answered. Calls for a legal conclusion, and the witness has told you he doesn't know the answer to it.

MR. SCHWARTZ: Well---

MR. BEACH: Subject to those objections, he can answer it.

MR. SCHWARTZ: Okay.

A. Can you - I want to hear it again.

Q. Sure. And, again, if you don't know, that's - that's the right answer, but I don't think we ever got that far. Do you know whether Japan Tobacco is - whether there's any condition in the agreement between Japan Tobacco and RJR that Japan Tobacco agrees to abide by the conditions in the

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MSA?

MR. BEACH: Same objections.

A. I don't know.

Q. Okay. Do you know anyone who might know?

A. Not off the top of my head. You could - you'd have to go to - well, you know, I don't know. I don't know who the agreement, you know, is with or within. You could talk to Mr. Beach. He might know someone to talk to. Or you could talk to someone in the manufacturing area perhaps.

Q. Do you know anyone in the manufacturing area who might have knowledge?

A. I know a lot of people in the manufacturing area. I've been here for twenty-three years with the company, but I don't know other than, say, the head of manufacturing.

Q. Do you know who that is?

A. Jim Wilson. And I don't know if he would know anything or not, but he's the head of manufacturing, so you can - that's where I would start.

Q. In your role as someone knowledgeable about the MSA, have you had to deal with any issues regarding Japan Tobacco?

MR. BEACH: Object to the form of the question. Misstates his testimony, ambiguous.

A. Could you rephrase the question or help me clarify the question for me?

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Q. As someone identified as knowledgeable about the MSA---

A. Right.

Q. ---have you, in your daily work, had any dealings with Japan Tobacco and MSA compliance?

MR. BEACH: Same objections.

A. I have once or twice received - I can't remember exactly how many, but at least once received inquiries from some folks at, I believe, Japan Tobacco relative to some of our materials that we use that I've described to you earlier, the Right Decisions Right Now materials, but it wasn't in the context of MSA compliance. It was in the context of them being interested in our materials and just wanting to get - I believe get some copies of them. I do recall that. But, again, I didn't view it in the context of an MSA issue.

Q. Do you know what actions, if any, have been taken by the states attorneys general against RJR for MSA violations?

MR. BEACH: Objection to the form of the question.

A. It's a broad question. I'm generally aware that there are, I think, three, I'll call them, disputes that are pending between some or various attorneys generals and R. J. Reynolds Tobacco Company. And I say pending. I think they're in various stages of dispute resolution which could

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include litigation. I'm generally aware there might have been one or two other disputes, I'll call them, prior to this time period that I think have been resolved, and I'm generally aware that there have been a number of interactions between Reynolds Tobacco Company people and representatives of NAAG, N-A-A-G, attorneys, various attorneys generals as well as attorneys generals' staff. I'm generally aware there have been a lot of interactions and inquiries and discussions between those kind of individuals. I couldn't really quantify it for you, but - so, yes, I am - I am aware that there have been interactions and discussions, and I'm aware that there are three areas where there is a dispute or disagreement between, as I see it, over the terms of the agreement.

Q. Do you know what those three areas are?

A. And I'll give you a general sense of what they are, and I'd refer you to a statement that our company put out - I believe it was in March - that kind of summarized and laid these out.

One dispute involves - and I believe this one is with California - involves the magazines that we purchase advertising space in. Another dispute - and I can't remember which attorney general or which group it's with, but involves matchbook - what's referred to as matchbook advertising. And then a third dispute involves the - and

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I'm paraphrasing again, but it's the placement of signs in or around the NASCAR Winston Cup Series sponsorship. Again, I'm paraphrasing the gist of the dispute. Those are the three that I'm familiar with or aware of, I should say, at this time.

Q. Do you know how many, if at all, thirty-day enforcement letters RJR has received from any of the attorney generals?

A. I don't know how many exactly we've received.

Q. Has RJR received any thirty-day enforcement letters?

A. I believe we have, but I couldn't tell you how many.

Q. Would you say it's more than one?

A. Let me go back and add to the question. The time frame you're asking me is what, sir?

Q. Since the MSA was signed.

MR. BEACH: I object to the form of the last question.

A. Okay. My answer, since the MSA was signed, is I don't know how many we've received. Although I have not seen them, that I recall, I would assume that on the three disputes that I just mentioned to you, that we received a thirty-day letter, and I can't recall having seen it, so - and if there were--- Well, that's what I would recall.

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Q. Do you know if there is anyone at RJR who is responsible for specifically responding to any of the alleged MSA violations?

A. I don't know if there is any one individual who is designated for what you asked me in terms of responding back. I have seen correspondence between attorneys general - or I've seen correspondence that we have sent to attorneys general, copied on it. I don't know if it's a complete set, but I've seen some, and I've seen, you know, individuals on that, but I don't know if they're the single, sole person that you asked, you know, to do that. There could be others involved.

Q. Do you know who? Do you recall who those correspondences to the attorney generals were from?

A. I saw - I've seen correspondence between Mr. Guy Blynn. I recall seeing correspondence between Mr. Guy Blynn and various attorneys generals and, I believe, maybe NAAG or NAAG staff. You know, there's not always--- Let me clarify. The correspondences that I've seen, that I recall seeing, is not necessarily with an attorney general all the time. Sometimes it's with a - what appears to be a staff member of the attorneys general's office and I think maybe in some cases with staff members of a NAAG enforcement group or oversight group. So I want to be clear that it's kind of a variety of correspondence.

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Q. Do you know whether RJR has reached any settlement on any alleged MSA violations with any of the states attorney generals?

A. If the time frame is since, I guess, November of 1998--- Is that---

Q. Yes.

A. ---the time frame you're asking?

Q. When I'm referring to the MSA violations or alleged violations or working with MSA, it's since the MSA was signed in 1998.

A. Now I - I think that we resolved one or two or probably more, actually, inquiries relative to the MSA, but your question was sort of broad in the sense that I don't know whether these inquiries reached the level of a thirty-day notice or a general inquiry, or, you know, you'd have to help me, and frankly, you know, I'm generally aware that some issues appear to have been resolved, but I can't tell you exactly how many. I wasn't involved.

Q. Not worrying about what stage it got to, be it a thirty-day letter, be it simple correspondence, or actual litigation, do you know what the issues were that involved the settlements?

MR. BEACH: Object to the form of the question.

A. I am only just generally aware, and I don't know if my knowledge is comprehensive.

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Q. Well, I just want what your knowledge is.

A. I can - well, I recall there being the - first, the three issues that I've laid out earlier. I believe there was another issue or discussion related to some signage at - I believe it was drag racing tracks, if I'm not mistaken. I believe there was a discussion relative to some packaging that the company was using. Let's see. I believe there was a dispute relative to some product testing and evaluation that we had conducted. I believe there might have been some discussions - again, going back to your preface of not knowing the level of dispute, I believe there was some inquiries and some discussions about sampling, and there might have been some - I seem to recall some - I think it was with the attorneys general - relative to name verification on the part of suppliers or a supplier. I'm sort of just very generally aware of those. That may or may not be, you know, a comprehensive list, but that's kind of - that's what I can recall for right now.

Q. Of those that you are aware and that you have named, do you know whether any of those disputes reached settlement?

A. Well, as I - as I said earlier, there are three that seem to be pending right now that I mentioned at the beginning that are - have not been settled, and that was the matchbook issue that I related to - matchbook advertising,

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the magazine advertising issue, and the signage at Winston Cup Series events issue. Those three, to my knowledge, have not been settled. To my knowledge, the other ones that I mentioned, to my knowledge, have been settled or resolved or dissolved or however you want to say it, but I don't--- Put it this way: I don't think the other ones that I mentioned are pending. I think they've been completed or finalized.

Q. Of the ones that you believe have been completed or finalized, do you know what the terms of any settlements reached between RJR and the attorney generals were?

A. I don't know---

MR. BEACH: Object to the form of the question.

A. I don't - I don't know the specific terms. I can't - you know, I don't remember seeing or knowing what the specific terms are, if any terms at all were created.

MR. ELLISON: You want to take a break?

THE WITNESS: Yeah.

MR. ELLISON: Okay. Why don't we take, like, a five-, ten-minute break.

THE WITNESS: Yeah, five. Yeah, a quick one.

(Thereupon, a recess is taken from 10:05 a.m. to 10:13 a.m.)

(Thereupon, Deposition Exhibit Number 1 Strawsburg is marked for identification.)

Q. I'm showing you what has been marked Strawsburg 1.

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Why don't you take--- He's got a copy.

A. Okay.

Q. Take a moment to review that.

A. All right.

(Thereupon, the witness reviews the aforementioned document.)

Q. Are you done?

A. Yes. Excuse me.

Q. Can you tell me what that is?

A. It appears to be a letter from a Mr. Dennis Eckhart, senior assistant attorney general. It says for Bill Lockyer, the attorney general, State of California, Department of Justice, to Mr. Guy Blynn, and the subject of the letter is "Settlement Agreement - Brand Name Sponsorships."

Q. Does this letter refer to any of the agreements that you've talked about or inquiries from the attorney generals that you believe might have been concluded?

MR. BEACH: Object to the form of the question.

Q. And specifically you had mentioned something at a drag racing track, and I believe the NHRA is the National Hot Rod Association. I believe that deals with drag racing. Does this refer to what you were knowledgeable about with the drag racing track inquiries?

A. I'm not sure, because the one I was recalling when

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you asked me the question earlier, that I thought I recalled relative to a drag racing track, had to do with my recollection of signage at the drag race, and so this might have been it, but I don't - I'm not - can't be a hundred percent sure this is the same one, and it's really - to be - try to be clear, it's a terminology issue. What I recall was some inquiries, discussions about - what I thought I recalled was discussions about Winston NHRA Series drag racing signs like billboards at tracks - at drag racing tracks. This may be that, but it doesn't sound that way because they're talking about, in this letter, signs on concession stands and around the track grounds. Maybe that's it, but this looks to be more - have additional things in there, if it's the same one I'm talking about. Do you understand my---

Q. Yes.

A ---trying to clarify that?

I'm not sure which one exactly it is. That's what I - what I recalled earlier was more of an inquiry relative to what I'll call bigger signs.

Q. Okay. Let's assume for the moment that at least in this first part it talks about - it does talk about signage and what - those two parts do jibe, I believe, with what your beliefs are. Do you know what the terms of the settlement---? The settlement agreement is not specifically

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laid out in this letter. Do you know what the terms of that settlement were---

MR. BEACH: Object to the form of the question.

Q. ---referenced in this letter?

A. I'd have to say, you stated in your question "let's assume for the moment." You know, what I said earlier is I can't assume, can't be one hundred percent certain, so, you know, I'm not trying to be argumentative or anything, but I just can't. So - but go on and - you know, I can't be certain that what's being referenced in here is what I referenced earlier. It could be, and it sounds like it may include what I referenced, but I can't be certain, just to be fair. But you asked me - you went on and asked me if I recall the - do I know what the terms of the agreement were, I believe. Is that a fair characterization---

Q. Yes.

A. ---of what you asked me?

I do not recall the terms of the agreement, and they're not here on the letter - face of the letter per se.

Q. Do you - do you know who might know?

A. Well, I would suggest Mr. Blynn. Is that who the letter is addressed to? Might be someone to contact.

Q. And---

A. And/or---

GRAHAM ERLACHER & ASSOCIATES
3504 WEST HILL ROAD - SUITE 22
WINSTON-SALEM, NORTH CAROLINA 27103
(336) 768-1152

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Q. I'm sorry.

A. And/or Mr. Eckhart from the California attorney general office.

Q. On the face of this letter, there's some marginalia that is to Mr. Blynn. Specifically, it says, "Guy, attached are my comments on the settlement agreement. Mike." Do you know who Mike might be?

A. Well, in fairness, what it says is "To: Guy Blynn," and then it says, "Guy, attached are my comments on the proposed settlement agreement. Mike," and then "2/14/00." No.

Q. Do you know - in your knowledge about what you are familiar with about the settlements regarding the drag racing tracks, do you know whether RJR implemented what you're knowledgeable about at all drag racing tracks, or was it just applicable to this one incident in California?

MR. BEACH: Object to the form of the question.

A. Let me back up and answer your question. What I - what I stated was - you had - you had asked me a question about was I aware of disputes, and I think you used "settlement" perhaps, a couple of different words, and what I tried to articulate back to you was that I was generally aware of four or five inquiries, disputes, settlements, you know, various forms of inquiry relative to the specific settlement of any one of those, the one you asked about

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being the tracks - the drag racing tracks, I believe. I don't recall the specific resolution thereof, whether it was a - whether there was a settlement or whether there was an - just an agreement or a handshake or what. A number of - it is - my understanding is that a number of times - or my expectation is that these things don't rise to a level of a dispute, if you will. They rise to the level of inquiry, and, in fact, when I read this one, it sounds like they've said, "We have received favorable reports from observers at the NHRA races in Pomona this past weekend regarding (1) Reynolds' signs on concession stands and around the track and grounds, and (2) the configuration of Reynolds' Adult-Only Facility, the Winston Booth tent, as well as the identifying signage on tent. In this latter regard, we think the size and manner of display of [parens - or, no, quotation marks] 'The Winston Booth' is reasonable, although we might consider unreasonable a sign that is larger or employ different graphics. We appreciate Reynolds cooperation in modifying its marketing practices to address our concerns under the MSA and in working with us to achieve a satisfactory resolution of the disputed issues."

Without reading any further, that doesn't sound like a settlement or an agreement. That level, to me, it sounds like we apparently changed some marketing practices, and that resolved it. So, you know, when you asked me the

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word "settlement" or "agreement," which I think is what you asked me, I'm not - I'm trying to be clear about the language. I don't know about settlement agreement, but I think these things had generally been resolved. Do you follow me?

Q. Yes.

A. Is that---?

Q. Yes.

A. Okay.

Q. And in your position are you kept apprised of any agreements or settlements, or is this just things that you are generally aware about?

A. I am often copied on correspondence that goes back and forth between attorneys generals or representatives of attorneys generals and our individuals or our people at our company, so I am generally kept abreast of what is transpiring, but I don't know if I know everything, and I certainly probably am not privy to discussions between counsel, so I can't - what I'm trying to say is, I'm generally aware and try to keep abreast, through this correspondence, of what inquiries and what discussions are going on, but I can't guarantee that it's, you know, complete and that I've caught everything or seen everything.

Q. When---

A. And let me---

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Q. I'm sorry.

A. Let me also add, in my experience - and I think it's embodied in this letter here - what my experiences has been is that - in reading these letters and looking at these issues, is that, you know, we try to reach agreement. We try to resolve things. We try to be very cooperative in these issues, and I think in this letter the - Mr. Lockyer is saying "we appreciate your cooperation," so my sense is that there's a give and take in terms of when you're asking about these areas. There's a give and take between the two parties that's generally trying to cooperate and move forward and, you know, resolve these things so that they - so we can all move forward with the MSA. That's my general sense.

Q. When a complaint - an alleged violation of the MSA is leveled by one of the states attorneys generals, do you know how that is handled at RJR?

A. In the MSA there is a section that speaks to enforcement, I think is the heading, and it goes through a series of privileges that the parties have, and there are some privileges relative to thirty-day notice. I don't want to say privilege. I should probably say it goes through procedures, would be a better way of putting it. It talks about thirty-day notice that the parties need to give to each other if it's going to come to a dispute, and I'm using

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the word "dispute" in the sense of, like, litigation or complaint, formal complaint. There is a - in there, there is a provision that talks about the ability of the attorneys general with - I think it's ten-days notice to come and conduct discovery or interview relevant employees on an issue, so there's a set of procedures in the MSA that are laid out on how one would conduct a inquiry and/or resolve an inquiry in terms of the steps one could take. You asked me how it's done - or I believe you asked me how was it done at Reynolds Tobacco Company?

Q. Yes.

A. I'm not familiar with every individual situation that has or may arise. I'm just generally aware just from looking at the correspondence that it looks like to me that most of the correspondence comes in probably to Mr. Blynn, and Mr. Blynn then proceeds to work with whoever in helping to resolve the issue. That's what the procedure seems to be that I see, and that would generally conform with my experience with the company, is that an individual like Mr. Blynn would be involved and maybe the initial contact, if you will.

(Thereupon, Deposition Exhibit Number 2 Strawsburg is marked for identification.)

Q. I'm showing you what's been marked Strawsburg 2. If you could---

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A. Do I keep - can I keep this?

Q. You can just put it down there.

A. In case I need to refer back to it.

Q. Take a moment to look that over, if you would.

(Thereupon, the witness reviews the aforementioned document.)

Q. Done?

A. Yes, I've read it.

Q. Okay. Can you tell me what that is?

A. This is a letter addressed via facsimile and overnight mail to Mr. Charles Blixt, who is the executive vice president and general counsel of R. J. Reynolds Tobacco Company. The letter is from Mr. Dennis Eckhart, senior assistant attorney general, writing on behalf, it appears, for Bill Lockyer, the attorney general. The letter is dated 17 February 2000, and the subject is - says "Re: Thirty-day Notice of Intent to Initiate Enforcement Proceedings Concerning Direct Mail Marketing Practices and Distribution of Free Samples." I believe I've fairly characterized the letter. Oh, it's copied the attorneys generals of the settling states, participating manufacturers, and two lawyers, it looks like, Arthur Golden and Mary Schlaefer.

Q. Do you know whether any agreement was reached between RJR and the California attorney general on this issue?

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A. I'm generally aware that this dispute was resolved.

Q. Do you know what the terms of that resolution were?

A. I don't recall the specific terms or don't - I don't know the specific, exact terms.

Q. Do you know whether RJR has altered any of its sampling activities as a result of this - we'll call it complaint, alleged violation by the attorney general?

A. Again, I don't know the terms of the agreement resolution, how it was resolved, so I don't know whether or not we were required to alter practices or not. I couldn't really tell you.

Q. Do you know who might know whether RJR changed its sampling activities as a result of this enforcement letter?

A. I think my advice would be consistent with last time. You could talk to Dennis Eckhart at the California attorney general's office, because he appears to have been involved in this dispute or inquiry. You could speak with Mr. Blixt, who, you know, received the letter. Those would be two individuals you could start with. They seem to be directly involved with it.

Q. Do you know anyone at RJR who---?

A. And I should clarify, Mr. Blixt is at RJR. Mr. Eckhart is at California.

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Q. Do you know anyone at RJR who is responsible for conduct of sampling?

A. I don't know the exact person who - if there is one who is involved or directly responsible for what you're characterizing as sampling activities. I'm just generally aware from my past experience in the marketing department that the head of the marketing department would be someone that you could talk to and they could help you find out who exactly, you know, might be involved with sampling. I just don't keep up with individuals in the marketing department as to who exactly is working on what thing, what area.

Q. And sampling is something that is handled by the marketing department?

A. My general recollection when I was there is that sampling - and this was some years ago when I was there, but that sampling is - is within the marketing department or some aspect of the marketing department. I can't remember the exact name of the subtitle or department, or whatever, but, yes, generally it has been. It might have moved since then. It might be under a different department, but I don't think so.

Q. Do you know who the head of marketing is right now?

A. Lynn Beasley is the executive vice president of marketing.

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Q. I'm going to show you what will in a moment be marked Strawsburg 3. If you can take a minute to review that.

(Thereupon, Deposition Exhibit Number 3 Strawsburg is marked for identification.)

(Thereupon, the witness reviews the aforementioned document.)

Q. Done?

A. Read it.

Q. Can you tell me what that is?

A. This is a letter. It says "Via Facsimile" from Mr. Guy Blynn to Mr. Dennis Eckhart, the senior assistant attorney general, state of California. Guy Blynn is a Reynolds employee, and the subject of the letter is "Re: Distribution of $1 off two packs cigarette coupons at Pomona Raceway," and the letter is dated 29 February 2000.

Q. And--- I'm sorry.

A. Yeah. I'm just looking. There's nobody copied or cc'd.

Q. And I notice that there's nobody cc'd on this particular letter, but is this the type of letter you might be copied on in the course of inquiries in dealing with the attorneys general?

A. I think in the - I think earlier you asked me and I answered - you asked a question and I answered that I'm

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copied on correspondence between members of my company or employees of my company and members of NAAG, attorneys generals' staff, so if you're asking me in a general sense of am I potentially copied on correspondence, yes. And is this correspondence? Yes. And so, yes, in a general sense, I could be copied on this type of letter, if that's what you're referring to, as type meaning correspondence between a Reynolds lawyer and a senior assistant attorney general.

Q. Do you recall or do you know whether any resolution was reached on this issue of distribution of $1 off two packs of cigarette coupons at Pomona Raceway?

A. I don't recall, and I don't know.

Q. Do you know whether RJR altered the way it distributes cigarette coupons as a result of this inquiry by the attorney general?

A. Could you ask the question to me again, please.

Q. Do you know whether, as a result of this inquiry by the California attorney general, whether RJR has altered the way it distributes cigarette coupons?

A. Well, I infer from the second paragraph of the letter that some action has been taken, and let me read the second paragraph, and, again, I'm responding to your use of the word "inquiry" in a broad sense, as opposed to this specific letter of February 29th, the broad sense of an inquiry relative to this subject matter.

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Q. Yes.

A. Okay. If that's understood.

Q. That's fine.

A. Let me read the second paragraph, and, again, this is Mr. Blynn speaking to Mr. Eckhart. It says, "As you know, we have tried to cooperate with you with regard to the two brand name sponsorship events per year which take place in Pomona. That is why we accommodated your prior demand that we not distribute free cigarettes in this location. We did so without conceding that our relationship with NHRA, which provides the use of the property involved during the time we are there, does not constitute a lease sufficient to meet the requirement of California Health and Safety Code 118950."

I infer from that paragraph that some actions were taken on our part, and to your question - I'm recalling your question from memory - relative to trying to resolve this inquiry or deal with this inquiry--- Is that a fair - did I get your question correct? I want to make sure that I heard the question correctly.

Q. Not exactly. It was whether - whether RJR altered the way it distributes its coupons in any way.

MR. BEACH: Object to the form of the question. That's not what - the prior question, but in any event, you can answer it.

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A. Okay. Could you read it back to me, read the question---? Ask me the question you want me to answer now.

Q. Sure. As a result of this inquiry by the California attorney general, has RJR altered the way it distributes cigarette coupons?

A. Okay. Just so I'm clear, "this inquiry" refers to---?

Q. The February 29th - the general topic of distribution of $1 off two pack cigarette coupons at Pomona Raceway.

MR. BEACH: Object to the question. Asked and answered.

Q. You can go ahead. Want me to say it again?

A. Yeah. Thanks. I'm sorry. I just---

Q. Okay. The California attorney general obviously has in the past raised an issue regarding distribution of coupons at Pomona Raceway. This letter, Exhibit 3, is RJR's response to that inquiry. Has RJR, as a result of this inquiry into coupons, altered the way it distributes those coupons?

MR. BEACH: Object to the form of the question, particularly the predicate statements made prior to the question.

A. Again, let me try to - let me try to answer the

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question. This is an inquiry. I don't know if it's the inquiry or the only inquiry on this subject - I don't have - if there's other correspondence. So, you know, in fairness to your question, as to this specific inquiry of February 29, 2000, I don't know if, as a result of this specific inquiry, there was a change, I think you asked, a change in the way cigarette coupons were distributed at Pomona Raceway. There could have been a change that was related to this specific inquiry or not. I'm just not - I can't construct the - with the document I have in front of me, I don't know.

Q. To your---

A. There might have been other correspondence, or whatever.

Q. To your knowledge, has RJR altered the way it distributed cigarette coupons in any way as a result of an inquiry by the California attorney general regarding these coupons?

MR. BEACH: Object to the form of the question. I assume you're still asking - when you say "this inquiry," you're asking about Exhibit 3. With that---

A. I'm sorry. I'm getting confused on which - what you're referring back to when you say "inquiry" or--- I'm not trying to be argumentative or anything.

Q. I understand.

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A. I'm just having trouble---

Q. Let me try - let me try again. As a result of this inquiry regarding couponing at Pomona Raceway--- This is obviously specific to Pomona Raceway.

MR. BEACH: And he's referring specifically to Exhibit 3.

Q. Referring specifically to Exhibit 3.

A. Okay. Got it.

Q. Has RJR changed the way it distributes coupons in any way, regardless of location?

A. I don't know.

Q. Okay. Do you know who within RJR might know?

A. I think I would refer you back again to the head of marketing, Ms. Lynn Beasley - Ms. Beasley - Mrs. Beasley.

Q. And is the distribution of cigarette coupons generally something that falls under the marketing department?

MR. BEACH: Asked and answered.

A. Again, as I mentioned to you earlier, I'm generally aware that's how it was done when I was there. I assume it's still done that way, but I can't confirm or, you know, deny that, but I think that would be a reasonable assumption.

Q. Pursuant to the MSA, no tobacco company may use or cause to be used any cartoon in advertising, packaging, or

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labeling of tobacco products, is that correct?

A. Yes. I - are you quoting the exact language, or are you paraphrasing?

Q. I'm paraphrasing.

A. Yes, I think it - yes.

Q. Okay. And in the MSA there are various definitions of what a cartoon might be, and here I'm going to quote exactly that a cartoon may contain one of the following criteria: "The use of comically exaggerated features," quote. Are you generally aware of that provision?

A. I'm generally aware of that provision and generally aware of that definition, and I'm just going to have to take - take it at face value that you've quoted it comprehensively and accurately. But I'll take that.

Q. Okay.

(Thereupon, Deposition Exhibit Number 4 Strawsburg is marked for identification.)

Q. That's what's being marked as Strawsburg 4. If you could take a minute to just look that over?

(Thereupon, the witness reviews the aforementioned document.)

A. Okay.

Q. Can you tell me what that is?

A. It's a copy of what appears to be an ad for Doral

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cigarettes, and it - the copy is a bit dark, or whatever, so I have to rely on that, but I think it's a - well, the copy is in black and white, so I don't know if it's a color ad or not. I imagine it is. But I think it's a magazine ad because it looks like the form of a magazine ad, and, actually, it looks like there's four sheets. I can't tell if it is two - for the record, there are four sheets. It appears that the first two sheets are one ad that's been cut in half in terms of the copy, and the second sheet looks to be the same thing, where it's one ad that's been cut in half by the copy. So I'm going to operate under the premise that it is two separate ads without seeing the context in which they are run.

Q. I'll represent to you that this is a document pulled off of the RJR web site, and this was the complete document as it's put up on the web site, if that helps you in any way.

MR. BEACH: That's not a question.

Q. That's just - just so you know what the source is. Are you done with---?

A. I'll accept your representation, I guess.

(Thereupon, Mr. Ellison leaves the deposition.)

Q. Okay. Is there any way that you can tell what date this was from? And I specifically reference you to the first page.

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A. I can't read the copyright notice at the top left, so that would tell me when the ad - well - oh, written in hand in the lower left-hand corner of the ad is the words - appears to be the words "National Enquirer 3/18/99."

Q. Okay. I would like you to turn to the fourth page, the last page. Can you explain to me how this advertisement does not violate the MSA provision prohibiting cartoon animals with comically exaggerated features?

MR. BEACH: Object to the form of the question.

(Thereupon, Mr. Ellison returns to the deposition.)

A. I'm sorry. Are you referring to---? I need some clarification on the question.

Q. Referring to the dog that is depicted in this ad and, to my eyes, what appears to be a comically exaggerated head, is there - can you explain to me how this dog execution is not in violation of the MSA provisions prohibiting cartoons of animals with comically exaggerated features?

MR. BEACH: Object to the form of the question and statements by counsel preceding the actual question.

A. Well, in fairness to me, this is a copy, and I don't know the, you know, size of the ad, the size of the actual ad that ran. I don't know if this is a reduced copy, an enlarged copy, whatever, so it's very difficult for me,

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in all fairness, to look at that page and be certain that that's the visual that actually, you know, appeared, apparently, but in fairness, to answer your question, in my opinion, that does not - that visual that you're pointing me to doesn't appear to represent a violation of the MSA, in my opinion.

Q. Okay. Do you know whether RJR is still running this ad execution?

A. Again, you're referring to page 4 that you referred me to? I do not know if we're still running page 4 of this exhibit.

Q. Do you know who might?

A. I think, again, I would refer you to--- Let me back up. This is advertising for our Doral brand. It is in the - generally in the marketing area, and, again, I think I would refer you to Ms. Lynn Beasley, who is currently the head of marketing, as an individual you could speak with, the same individual I've mentioned earlier.

Q. Do you know who is in charge of marketing for the Doral brand?

A. There are a variety of people, I would imagine, who are involved in marketing. Lynn is the head of the - Lynn Beasley is the head of the marketing department, so, you know, in fairness to your question, she's in charge of - I guess if you wanted to put it this way, she's responsible

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for the marketing of all of our brands, so I guess she would be the individual. There are other individuals involved, but I'm not sure what level you are asking me for. I mean you asked me head of marketing for Doral, and I took that to mean the head of marketing for that brand and other brands.

Q. Does Doral have someone - does the Doral brand have a brand marketing manager?

A. Now I understand what you're asking. I'm sorry. By way of answering the question, there are - it is my recollection that in the marketing department there are what's called business units and that there is a business unit for Doral, I think, and I think there's business units for some of the other brands. If you're asking - are you asking me who is the head of that business unit for Doral?

Q. Yes.

A. Okay. I believe the head of the business unit for Doral is a gentleman by the name of Doug Shouse.

Q. Can you---?

A. I think that's who it is today.

Q. Can you spell the last name, if you know the spelling?

A. S-h, I think, o-u-s-e, first name Doug. I believe he's the one today. I can't - I think so. I'm pretty sure. I'm pretty sure he's the guy.

Q. Okay. Have you ever seen this ad campaign before?

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A. I can't - well---

MR. BEACH: Object to the form of the question.

Q. You can respond.

A. Okay. You asked me two questions. You asked me whether I had ever seen this ad, and I'm assuming you're referring to the copy you gave me, and you're asking me whether I've ever seen this campaign.

Q. I didn't know that was two different things, so let me rephrase. Have you ever seen the execution depicted in Exhibit 4?

A. I recall seeing executions that included - for Doral advertising that included a dog and some fire hydrants. I don't know if it was this exact execution. It could have been in a different magazine format, or whatever. So I remember, you know, seeing that, certainly, so I can't affirm that I've seen this particular execution that ran in National Enquirer, but in fairness to your question, yes, I've seen the ad with the dogs. I don't recall, but I wouldn't be surprised if I had seen or not seen the last two pages, which have the free-carton area on it. I don't recall that, but I've generally seen the campaign, if you will.

Q. And specifically - I don't know if you've addressed it in your last bit of your response. Have you ever seen the picture that's depicted on page 4 of

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Exhibit 4?

A. If by "picture" you mean the total thing with the cigarette, warning statement, the dog, I don't recall seeing that specific thing in National Enquirer, but I sort of generally recall seeing pictures of the - of a or the dog in Doral advertising, and it could have been this, you know, depiction or similar depiction in another context or a different ad for Doral. But, yeah, generally I sort of recall seeing this, but I'm just trying to be clear that I didn't read the National Enquirer that day.

(Thereupon, Deposition Exhibit Number 5 Strawsburg is marked for identification.)

Q. I'm show you what's been marked Strawsburg 5. And take a minute to look that over.

(Thereupon, the witness reviews the aforementioned document.)

MR. SCHWARTZ: Off the record for a second.

(Discussion off the record.)

(Thereupon, the witness continues reviewing the aforementioned document.)

(Thereupon, Mr. McKim leaves the deposition at 11:05 a.m.)

THE WITNESS: Two minutes.

MR. SCHWARTZ: Okay.

(Thereupon, a recess is taken from 11:06 a.m. to

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11:09 a.m.)

Q. You're done reviewing Exhibit 5, I think we're up to?

A. Yes, I've looked at it.

Q. Do you recognize or recall that letter?

A. I do. It's a letter from Mr. Guy Blynn to The Honorable Betty Montgomery, who is the attorney general of Ohio, my home state, and the subject of the letter is - well, actually, there's no subject. It just starts in with "Dear General Montgomery," and the letter is dated 10 December 1999.

Q. And you are specifically copied on the letter?

A. I am, yes. I'm copied, along with Mr. Sanders, Mr. Blixt, Ms. Beasley, Mary Woolsey Schlaefer - Schlaefer, and Attorney General Edmondson of Oklahoma.

Q. Do you remember this letter in particular? Do you remember seeing this before?

A. I do, and I remember the meeting that it references.

Q. Okay. In this letter under the heading "Newspaper Bags," it talks about the Doral brand and the dog execution. Do you know whether the dog execution that's referred to in this letter is the same execution that was - that was shown to you in Exhibit 4?

A. To be complete in my answer, in Exhibit 4 you

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showed me two - there are two pictures of dogs, and I don't recall - I recall the newspaper bags involved the Doral execution. I can't recall whether it was either one of the specific - or included either one of the specific pictures that you showed me in Exhibit 4. Can't rule out that it wasn't one or the other, but I can't recall whether it was one, the other, or some other picture of a dog, but I do recall there being a newspaper bag that had - probably had a dog on it or appears to have a dog on it from the discussion in the letter.

Q. Do you recall what problems the Ohio attorney general had with that particular cartoon?

MR. BEACH: Object to the form of the question.

A. Well, what I recall at this point, today, is what's more or less articulated or one could infer from the section called "Newspaper Bags," so let me read that. And, again, this is Mr. Blynn addressing General Montgomery. It says, "Newspaper Bags - You continued to express the belief that generally newspaper bags constitute a form of outdoor advertising prohibited by the MSA and that in particular the dog execution used on such bags for our Doral brand constituted a cartoon."

New paragraph: "Without prejudice, we would undertake not to use the dog execution on newspaper bags in the future. This would require us to destroy a substantial

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number of those bags we have in inventory. However, we cannot voluntary forfeit newspaper bags as a medium for us to use to communicate with adults who smoke. When and if this medium is used in the future, we will take care to ensure that it bears messages presented in such a way that no one could argue that they embodied or constituted a cartoon."

New paragraph: "Please note that our undertaking regarding the dog execution would be limited to its use on newspaper bags. We continue to believe that the 'Imagine Getting More' campaign in no way violates the MSA and that newspaper bags most assuredly are not a medium of outdoor advertising."

So, Jamie, you had asked me about General Montgomery's concerns, I believe, was the question?

Q. Yes.

A. And what's referenced here and what I generally recall was that she had expressed some concerns about the bags, the newspaper bags being outdoor advertising in her claim, and it stated in particular that the dog execution constituted a cartoon. Those were, I think, generally her concerns. Those - I generally recall that.

Q. Do you recall whether the Ohio attorney general called out any specific definitions of "cartoon" regarding the Doral dog?

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A. Can you clarify the question?

Q. In the MSA there are several definitions of "cartoon." Some of it has to do with comically exaggerated features, as we talked before. There's another provision that talks about anthropomorphic qualities applied to an animal. There's another one that talks about giving animals extra human abilities, that type of thing. Do you recall whether the attorney general had problems with this cartoon as to any of those three specific definitions in the MSA?

A. Taking at face you're paraphrasing the MSA, which I think sounds to me reasonable - a reasonable characterization of what's there, if you're asking me do I recall in the meeting that I was in with the attorney general and the other individuals, no, I don't recall whether or not she raised a specific definition of cartoon in the course of that meeting. I just don't remember. It was three years ago, and I don't see any reference in the letter that we're talking about to that. So, no, I don't recall. There could be correspondence between the Attorney General Montgomery and others where she articulates that, but we don't have it in front of us, and I - as I said, I don't recall it from that meeting over three - almost three years ago.

Q. Do you have any other - independent of that meeting, any other knowledge about that attorney general's

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complaints on that dog execution?

MR. BEACH: Object to the form of the question.

A. Again, you're referring to Attorney General Montgomery. I don't recall any other, you know, other than what we've talked about in general, if I heard your question right, other than what's outlined or detailed in this memo relative to the nature of her complaints being that the Doral ad in question she claimed was an outdoor advertise - outdoor advertisement, and she claimed that the dog execution constituted a cartoon. I'm going - relying on this memo. That's what I remember, is that general kind of discussion. I don't - well, I don't recall the specific - or a specific instance where she articulated definition of cartoon. I just don't recall that.

Q. Also, in this letter, Exhibit 5, there's reference to newspaper bags. Can you explain to me RJR's position that the newspaper bags do not consist of outdoor advertising banned by the MSA?

MR. BEACH: Object to the form of the question.

A. I'm sorry. I'm a little confused. I thought we had just been talking about newspaper bags.

Q. We had, and we had specifically been talking about the dog, the cartoon dog.

A. Okay.

Q. That's what I was talking about and what issues

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surrounding the dog and the cartoon aspect of the MSA. Now I'm talking about a separate provision of the MSA which prohibits outdoor advertising, which I'm sure you're familiar with.

A. Yes, I am familiar with that. Sorry to interrupt.

Q. That's okay. In this letter, the - there is a response concerning whether newspaper bags constitute outdoor advertising, and I just wanted to know whether you know RJR's position on how newspaper bags do not constitute outdoor advertising?

MR. BEACH: Object to the form of the question.

A. You asked me do I know our position? I think our - if I heard you correctly, our position is that newspaper bags - it's quoted here - I'm quoting Mr. Blynn, that "newspaper bags most assuredly are not a medium of outdoor advertising." That's our position.

Q. Do you have any---?

A. I think that's what you asked me.

Q. Yes. Do you have any further explanation beyond the statement simply that outdoor advertising is not newspapers? Is there any justification that you're aware of, a list of factors that goes into analyzing whether something is outdoor advertising?

MR. BEACH: Object to the form of the question. Steve, I think he's asking you to explain the rationale

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for either including or excluding, in the company's judgment, that media from the other - distinguishing that media, being newspaper bags, from the media addressed in the MSA as it relates to outdoor advertising. That's my understanding of what he's asking.

THE WITNESS: Oh, okay.

MR. BEACH: If you know.

A. Okay. I'm sorry. Give me the specific question back. Now I've got some - that's what I've been struggling with ---

Q. Okay. How does RJR justify under the MSA newspaper bags as not being outdoor advertising? How does it distinguish it from being in violation of outdoor advertising in the MSA?

MR. BEACH: Object to the form of the question.

A. You're asking me about a specific inquiry dispute relative to newspaper bags? I can't recall any - or a particular set of responses back on newspaper bags that would have articulated, you know, a point-by-point perspective on why newspaper bags are not outdoor - are not outdoor advertising as articulated in the MSA. So I'm not familiar with whether or not a response back was given or what - if it was, what points of view might have been articulated. I can generally tell you from my prior

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experience that outdoor advertising has, in my experience, always meant billboards that you'd see along the side of roads, large signs at stadiums, you know, very large advertisements that are clearly recognized as billboards or large placards, and I don't recall ever, in my experience, hearing of anybody refer to newspaper bags as outdoor. I just - and I was in marketing for a number of years. I just don't remember hearing it ever - ever heard of it that way.

Q. Is there anything in the MSA that limits the size or defines the size of what outdoor advertising is considered to be?

A. In the MSA it says that outdoor advertising is banned [prohibited], and it goes on to then talk about the retail environment, and I can't remember if we talked about this or not, but it talks about the retail environment that where cigarettes are sold at retail, that signage is allowed in those venues, either outside the venue or placed on the venue - and by venue I mean store, and/or inside the store facing out. Signs are allowed for cigarette brand advertising, but they may be no larger than fourteen square feet. That is a clear provision in the - in the MSA relative to advertising at those locations.

Q. What about for specifically what's defined as outdoor advertising? You had said you thought - in your mind, you think of outdoor advertising as billboards, large

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ads. Is there anything in the MSA, to your knowledge, that gives a size limitation as far as what is outdoor advertising?

MR. BEACH: Object to the form of the question. Asked and answered.

A. Again, the only recollection I have within the MSA of a specific size definition for an advertisement is the - and I'm talking size meaning physical size - is the fourteen-square-foot rule that I mentioned just in my prior answer. That's the only one that I can recall at this point.

Q. Okay. Do you know whether RJR---?

A. And it's---

Q. Sorry.

A. My fault. I sounded like I was done. And that - again, that fourteen-square-foot was - can be no larger than fourteen square feet.

Q. Do you know whether RJR continues to advertise on newspaper bags?

A. I don't. I don't know.

Q. Do you know who would know?

A. Well, since it's an advertisement, maybe Patti Ittermann. I think Patti is involved in our media buying, purchasing of space in magazines and newspapers, so it may fall in her area. She would be someone you could talk to.

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Q. Do you know whether RJR has a list of criteria of what might qualify as outdoor advertising?

MR. BEACH: For the purposes of the MSA, I assume, is your question?

MR. SCHWARTZ: Yes, for the purposes of the - for purposes of compliance with the outdoor advertising provisions of the MSA.

A. Could you ask me the question again?

Q. Sure. For purposes of compliance with the outdoor advertising provisions of the MSA, do you know whether RJR has a list of criteria to determine what may or may not be outdoor advertising?

A. The criteria we have is the MSA and the definitions within the MSA and the provisions of the MSA. That would be the criteria we'd use for purposes of complying with the MSA.

Q. Also, in the letter, Exhibit 5, there's a reference to matchbooks. You had talked about matchbooks earlier as being something that's currently in litigation. Is this, to your recollection, what you were referring to?

A. Your question is broad, and, in fairness, let me - let me take a swing at it this way. I think I earlier testified that matchbooks were currently in dispute, currently meaning in the current time frame, but as I understand that current dispute, it is about that the just

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purchasing of matchbook advertising per se is in dispute. What - now switching time frames back to the December 10, '99, memo, there is some discussion here of matchbooks, but it seems to be of two different types of matchbooks, so I'm going to read the relevant paragraph to be clear as to what's there, and it will help clarify it.

It says, "Matchbooks - The matchbooks on which we advertise are no different in nature than the other forms of print media, e.g., magazines and newspapers in which we advertise. They are to be contrasted with -" this is where I'm referring to the two different things - "they are to be contrasted with promotional matchbooks which we and others [in the -] in our industry formerly distributed through programs such as 'Camel Cash,' but which we now have ceased distributing.

"The matchbooks on which we currently purchase space are traditional advertising media marketed by a company totally independent of us and sold for retail distribution to purchasers totally independent of us. We pay for the advertising space on the basis of expected circulation, just as we do with respect to magazines and newspapers.

"This is different than promotional matchbooks, which we employed until the MSA became effective. These matchbooks were produced for us and distributed by us.

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There was no circulation guarantee. We bought the entire matchbook, not just the advertising space. Under these circumstances, we are not prepared to forego this medium."

So in fairness to your question, the matchbook inquiry dispute, however you want to characterize it, that's underway today refers to the - is in the context of advertising placement on matchbooks. It's not, as I understand it, related to what we refer to in this December '99 memo as promotional matchbooks, if that's clear. I think that's---

Q. Well---

A. And let me - let me keep going. The December '99 memo references, under "Matchbooks," what appear to be two kind of questions, one about promotional matchbooks and one about advertising on matchbooks. Now shifting time to the current inquiry relative to matchbooks, it's my understanding that that inquiry is just relative to the purchase of advertising on matchbooks, doesn't involve what are - have been characterized in this earlier memo as promotional matchbooks.

Q. Right. And just to clarify, I'm not talking about promotional matchbooks because it seems clear from this letter that RJR ceased to use those once the MSA became effective.

A. It is clear from the letter, and that's why I was

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trying to clarify, because I - you didn't say you weren't talking about promotional matchbooks, and I just wanted to be sure of that. I'm not trying to be argumentative. I just wanted to be sure.

Q. I'm strictly---

A. Because we have ceased from using promotional matchbooks.

Q. Right. So I'm talking about the advertisement matchbooks. Can we agree that that's---?

A. Well, let's - let's--- I'm sorry. I interrupted you.

Q. I was just trying to come up with a phrase we can use to refer to the other types of matchbooks at the - and I was proposing "advertising matchbooks."

A. Let's say the purchase of advertising on matchbooks.

Q. Okay. So let me rephrase my original question. Referring to the purchase of advertising on matchbooks, was that what you had referred to earlier in your deposition testimony as an area that is still active as far as MSA violation issues?

MR. BEACH: Object to the form of the question.

A. In my - and I'm not sure which earlier testimony you're referring to. I did earlier indicate some areas that were in dispute, and I think I indicated four or five areas

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that I recall being prior to this. I can't remember if, in those four or five areas I recall being prior to the current time period, matchbooks is one of them. It's currently one that's up. I had forgotten, frankly, that matchbooks had been discussed at this prior meeting, and I can't, you know, remember the exact context other than what's remembered in the - or what's memorialized in this memo, but I had forgotten that matchbooks had been something that had been discussed, so if we could amend the list and add matchbooks, if I didn't have it on there earlier.

Q. Okay.

A. But in a general sense, you know, I think it would be fair to say that matchbooks - there's a record of matchbooks being discussed back in the December '99, November time frame, whenever this meeting took place, and, of course, subject to inquiry in dispute today, in March, April, May 2001.

Q. And is what is in dispute today currently the placement of advertisements on matchbooks?

A. That is my understanding, that that is what is in dispute today. It's - we don't - it's my understanding that we don't and have not, since the provisions of the MSA came into place, used what are referred to in this earlier memo as promotional matchbooks.

Q. Do you know whether - to your knowledge, do you

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know if the - the issue that's taking place with regard to the matchbooks that's currently active - is that taking place through the Ohio attorney general?

A. I don't know offhand. It's either one of the attorneys general or NAAG. It could very well be the Ohio attorney general, but I don't know specifically offhand, as we sit here today. But it's one of them, though.

Q. Do you know whether RJR continues to advertise on matchbooks?

A. I don't know if we continue to buy or currently buy advertising space on matchbooks, but I wouldn't rule it out.

Q. Do you know who might know?

A. I think Patti Ittermann would be a person to speak to, given that she's involved in buying, you know, Reynolds advertising space in magazines and other media that we're allowed to do under the MSA.

Q. Aside from the Ohio attorney general, are you aware of any other attorney generals who have complained about RJR's use of advertising on matchbooks?

A. I can't recall any additional ones, but there very well may be other ones, and I just - as we sit here today, I can't recall whether there are or not. There could - very well could be.

Q. Do you know whether there are any safeguards in

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place to insure that youths don't have access to the matchbooks with cigarette advertising on them?

MR. BEACH: Object to the form of the question.

A. I don't - I'm sorry. I don't understand what you mean by safeguards.

Q. Well---

A. And I also don't understand what you mean by access.

Q. Earlier you talked about how there's the We Card program. There's obviously a method in place to make sure that youths don't have access to cigarettes because in most states under eighteen or nineteen is - it's illegal for them to have cigarettes, correct?

A. In most states - in, I believe it's, forty-seven states, it's - the minimum age is eighteen, and I believe it's three states it's nineteen.

Q. To the best of my knowledge, there is no law prohibiting youths under eighteen or nineteen to have cigarette - or matchbooks, and I was wondering - my question is whether RJR has any policy or it's - whether it's part of the We Card program or anything like that, whether there is any way that access to those matchbooks are restricted so that youths don't have access to them, either being able to purchase them at a store, if they're out on display and they can just, you know, take the matchbooks?

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MR. BEACH: Object to the form of the question.

A. It's a long question. There's a lot of aspects to it. Let me take a shot at it. I'll try to get it - try to answer it as best I can. I think I - I think I know what you're asking. I think it's laid out in the letter from Mr. Blynn to General Montgomery, and he articulates - and maybe I can find the phrasing here - "The matchbooks on which we advertise are no different in nature than other forms of print media, e.g., magazines and newspapers [in which we advertise in -] in which we advertise." So when you asked me whether or not there are - I think you used the word "safeguards" that would somehow prevent underage individuals from seeing, or I think you used the word "access," having access to the matchbooks, I'm not aware of any, just as I'm not, you know, aware of any safeguards that a retailer might take to prevent an individual who is underage from buying a newspaper or magazine. It's - in other words, my view is that matchbooks are a form of media - a form of media, of advertising. They're not cigarettes. The laws are clear that cigarettes are what are to be kept out of the hands of minors, and the laws don't speak to matchbooks or newspapers or magazines, which are places that you can put media advertising.

Now that said, I think, as a - I would hope that retailers would, you know, generally not let children just

GRAHAM ERLACHER & ASSOCIATES
3504 WEST HILL ROAD - SUITE 22
WINSTON-SALEM, NORTH CAROLINA 27103
(336) 768-1152

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pick up matches or parents pick up matches because of just the nature of - they're matches, but I don't - I'm not aware of any particular, you know, safeguards in that area. Is that---? That's the best - and I think I understood your question, and I'm trying to answer what I think your question was.

Q. That was - you answered it. In part of your answer, you equated matchbook advertising with newspaper advertising and magazines; is that a fair statement?

A. To be perfectly fair, what I did is, I cited Mr. Blynn's memo and read the memo, and I'll read it again: "The matchbooks on which we advertise are no different in nature than the other forms of print media, e.g., magazine and newspapers in which we advertise." I cited that specific sentence. If you're asking me does my - is my opinion similar to that, yeah, it is, if you're asking me my opinion.

Q. Is there any distinction made at RJR, when you're deciding where ad placement goes, whether something is like a newspaper, which clearly has other uses and other compartments to it, versus a matchbook, which has one use and only one place for advertising?

MR. BEACH: Object to the form of the question. Lack of foundation.

A. You asked me - the beginning of the question was,

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am I aware?

Q. Yes.

A. Am I aware of---?

Q. Any distinctions that are made---

A. Any distinctions that are made. I'm not aware of any distinctions that are made, but, again, I'd have to tell you, I'm not the person who, you know, buys media for our cigarette brands, so there may or may not be such distinctions made, but you're talking to a person who doesn't know because I don't do that.

Q. And, again, that would be Patti Ittermann?

A. I would refer you to Patti Ittermann.

Q. When we initially started talking about potential--- And we're done with that.

A. Done with this exhibit?

Q. Yes. You can put that way.

A. Okay.

Q. When we initially started talking about it in the very beginning of the deposition, you outlined three places that are currently active as far as MSA violations, and I believe one of them was actions regarding signs at NASCAR racetracks?

A. I recall - and it's been---

MR. BEACH: Object to the form of the question.

A. It's been about three hours ago, but I recall you

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asked me a question about - in general terms, not the exact words, about disputes that may be pending, and I think I referred back to three. One was matchbooks, that we've just talked about. Another was magazine advertising, where we buy magazines - or what magazines we buy advertising in. And then the third was signage at Winston Cup Series racetracks. So, yes. In that sense, yes, I do recall it.

Q. Do you know what the status is as far as the NASCAR signage issue? Do you know what the status is of that dispute?

A. This morning I do not know what the status is. I don't know if it's been resolved. I guess, actually, in fairness, what I should tell you is, I believe it's in the - you know, we've received a formal notice. I believe we received the thirty-day notice, and therefore it's in that process that's laid out in the MSA as to how it would proceed. So my assumption is - not knowing exactly what might have happened today or tomorrow or the day before, my assumption is it's headed towards a resolution in the courts, which is what the MSA calls for. It could have been - could have been resolved, for all I know, but---

Q. Do you know---?

A. ---as of this morning, I didn't - didn't know.

Q. Do you know whether an actual lawsuit has been filed as a result of that complaint?

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A. My recollection and understanding is that it's - you used the phrase "lawsuit." I think it's a thirty-day notice and intent to - what do you call it? - intent to proceed. If that's what you mean by lawsuit, I don't know. It's not clear, but---

Q. Let me clarify. Do you know whether any action has been taken in any courts of law regarding this issue of signage at NASCAR?

A. I don't know. There could have been--- I don't know. There could have been procedural things. I wouldn't rule them out. I just don't know. It wouldn't surprise me if procedural things are underway.

Q. Does the MSA lay out when it's appropriate to go to the courts?

A. I don't understand your question.

Q. Well, you describe that there's a method to be followed, which includes a thirty-day letter which precedes legal action. Is there any provision in the MSA which says after the thirty-day letter, that's when you go to the courts or what the further enforcement provisions would be?

A. Let me - let me tell you how I heard the question, and I'll answer it that way, and then we'll see if that's the question you're asking. What I heard you ask was, is there any provisions in the MSA as to when to go to court on a dispute, and my answer to that would be, that's up to the

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litigants, I mean, who's, you know, making the decisions, whether it's an attorney general or a participating manufacturer, as to whether or not to go to court or not. You know, they have the privilege or right to not go to court or to stop short of that or to go to court. So I can't interpret what's in anyone's head at that point in time. Is that what you were asking me? Because that's how I heard it.

Q. And is there a minimum number of---

A. Excuse me. Is that what you were asking?

Q. Yes. Yes.

A. Okay.

Q. And is there a minimum number of procedures that must be followed prior to being allowed to file suit?

A. Okay. Now I think you're changing gears on me here. Let me go back and be clear. If you're asking me about who makes the decision to go to court--- Okay. You said you were.

Q. Well, let me - okay - let me clarify.

A. Yeah. I'm not trying to be - I'm just trying to - trying to understand the question.

Q. Oh, I understand. Absolutely. Absolutely. Not getting into the minds of anyone and whose ultimate decision it is to file suit---

A. Okay.

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Q. ---what procedure mechanisms are there in the MSA, if any, that must be met prior to someone contemplating filing suit?

A. Okay. Now I think I understand. There is a - I've spoken to earlier in the MSA under the section on - I believe it's labeled "Enforcement," there is a provision that the individuals or the people who want to file suit have to give a thirty-day notice of intent. In fact, I think we might even have--- And I'm just looking through the exhibits here for a minute. Going back to Exhibit 2, there's a reference called "Thirty-Day Notice of Intent to Initiate Enforcement Proceedings Concerning Direct Mail Marketing Practices," a different thing. This is referencing the thirty-day notice of intent to initiate enforcement proceedings, so the procedure is literally that you would send a letter like this one I'm referencing as just an example to the appropriate party, saying we intend to proceed to enforcement beginning thirty days out unless steps are taken or, you know, whatever. So, yeah, that's the procedure.

Now as I understand, after thirty days you would then file an enforcement proceeding, if you chose to do so, and then - and the enforcement proceeding would be filed in the appropriate state court. It depends on - you know, it depends on the state, and I would imagine it would also

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depend on whether there are multiple states involved, but, yeah, you would file, as I understand it, the proceeding in the state court asking for relief, I think is the word.

Q. The---

A. Is that fair?

Q. Yes, that's - that's fair. The third active complaint that you talked about was issues over ad placement, is that correct? We talked about - previously, we've talked about the matchbooks, we've talked about - we just were talking about the NASCAR signage, and then there was a third you talked about. I believe it was ad placement, advertisement placement?

A. Yeah. Again, I'm trying to be - if you're referring back to the question a couple of hours ago where you asked me about the three that were in dispute today?

Q. Right.

A. Yes, I think I mentioned the advertising on matchbooks - I'm paraphrasing - the placement of magazine ads, and the NASCAR, the one I referenced on NASCAR signage. I didn't know that we had really talked about the NASCAR signage one, have we?

Q. Well, that's what we were just talking about when - needless to say, we did talk about it briefly. I asked you if you knew the status of it.

A. Okay. There was just that one question.

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Q. Yeah.

A. Okay. I'm sorry. I just---

Q. That's okay. But I'd like to talk now about the ad placements.

MR. ELLISON: Do you want to break---?

MR. SCHWARTZ: Well, I was going to quickly - why don't we quickly do this, and then we'll break for lunch. I don't - this won't take very long.

MR. ELLISON: Okay. That's fine.

Q. Do you know what the issues are in that - in the ad placement dispute?

MR. BEACH: Object to the form of the question.

A. You gave me a broad question. I'm going to give you a broad answer back. I don't have the - the specific notices or documentation in front of me as to what the - I think it's the California attorney general who's involved - what they are alleging, so I don't know the specific language they have used, and I - but I can tell you what I've heard and seen, really seen in terms of the company's---

The company put out a press release on that, that area of those disputes, about - I think it was in March this year, and in general - I'm going to paraphrase, but in general, what it appears to be the dispute is about is that the attorney general of California, for whatever reason in

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their - well, for whatever reason, believes that our purchase of magazine ads as we currently do it is not in - you know, not in - within the provisions of the MSA or out of the provisions of the MSA; not in compliance, I guess, is a simple way to say it. And I know that our position that I've seen articulated is that - you know, that we - when it comes to magazine advertisement, we buy magazine advertising - we strive to buy magazine advertising in magazines where the readership is seventy-five percent or greater adult, and I believe that's how it's articulated, as well as we look at other factors, such as the content and - editorial content of the magazine and some other things, but that our policy of the seventy-five percent readership is greater than the Federal Trade Commission's best practices, I think they call it, for adult age-restricted products, and I think the FTC, if I recall, recommends a sixty to seventy percent adult readership or above-minimum-age readership as a best practice.

So, you know, what you asked me was - you know, "What is the nature of the dispute?" I believe was the phrase you used, and, again, I can't tell you the exact, but that's the general - as I understand it, that's the general nature of the dispute---

Q. Okay. So it---

A. ---between the California attorney general's

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office - I think that's the one who's filed it - and Reynolds.

Q. So it's the California attorney general's - what you believe, their position has to do with the youth advertising parts of the MSA?

A. I'm - let me back up and say it a different way. Again, I said I hadn't seen the - in fairness to the California attorney general, I haven't seen their argument or their reasoning. I don't have the document in front of me. If I had the document, I could comment on their specific set of reasoning. I'd be glad to. But absent that, I have to somewhat infer that that's what - that they are disputing the placement of ads under some provision of the MSA. I don't know which provision they're disputing it under, to be clear, because I haven't seen the document, but- Do you have a copy of the document?

Q. No, I don't.

A. Okay. I don't recall seeing a copy of the document. I don't think I have it.

Q. I haven't shown it to you. Do you know what the status of that dispute is, whether it has proceeded sufficiently along that the courts are now involved?

A. Again, I think - similar to what the earlier question was, I don't think it's been resolved as of this morning, so I imagine it is still on the - since we've

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received, I believe, a thirty-day notice on it, it's still moving towards an enforcement proceeding which would be in the courts. It may get resolved before then. It may not. I don't know how far or where we are on the thirty-day period, so I don't know if we're two days away from thirty days or ending or fourteen days, but I think in fairness to your question, it does appear to be proceeding at this point, today, towards an enforcement proceeding, which would be in the courts.

Q. Okay. And as far as those three that we've mentioned that are active, there's the recent - the suit over NASCAR signage, the--- Well, I won't say suit. I'll say the dispute over NASCAR signage, the dispute over advertising placement in California, and the dispute over matchbook - advertising placement on matchbooks. In those three disputes, do you know whether it is RJR's position that they have not - that they are in compliance with the MSA in each of those disputes?

A. Relative to those three disputes that you just mentioned, I would refer you to the press release that stated our company's perspective on those three disputes. I think, again, it was back in March, and my recollection from that press release is that, yes, we believe we're in compliance with the MSA relative to all three of those disputes. So, yes. I mean if you asked me about R. J.

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Reynolds, yes, that's what we've said. That's my recollection of what we said in that release.

MR. SCHWARTZ: Great. Let's break for lunch.

(Thereupon, a luncheon recess is taken from 11:53 a.m. to 12:36 p.m.)

Q. I'd like to talk a little bit about something that may be a little more up your alley, MSA and youth smoking, just changing gears from what we had been talking about before, so you kind of know where I'm coming from. Do you know whether RJR instituted any youth smoking prevention campaign as a direct result of the MSA?

A. In fairness to your question, we had in place and I think I articulated several programs prior to the signing of the MSA in November of '99, and I think the programs I articulated were Right Decisions Right Now and components thereof and our participation in the We Card Coalition. I came in to the programs in early 1999, as I indicated earlier. The MSA was signed in November of 1999 or completed November of 1999, so---

Q. Just a correction. I think you mean '98.

A. Thank you. It's November 23rd, 1998. Thank you. So what I can speak to is the time period that I was involved, which is going to begin early 1999. We have - as I have mentioned to you, we have done or - I think I alluded already to, we have made some additions and expansions to

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the program while I've been involved in it. We've added, for instance, some private school - private junior and public middle - let me say it again - private junior high school or private middle schools to our list of schools that we mail Right Decisions Right Now materials to, and we have initiated some - a pilot program, some of which I talked to you about in brief, and there's some other ones as well, and we have - on the We Card Coalition, I'm sure, since the time I've been involved, we've probably added and maybe, you know, enhanced some of our ongoing training programs, and we certainly are fulfilling more materials on a relative basis than we had in prior years, from my understanding.

In my opinion, in my experience, the things we've added - when I say "we," I mean myself and my staff - what we have added or looked at relative to Right Decisions Right Now in particular have been, in one sense, yes, not a response to the MSA per se in terms of that the MSA required them to do this, but very much yes in the sense of yes, the MSA has charged us to do what we had already been doing, which is try to identify ways to reduce the incidence of youth smoking in this country as well as the access of cigarettes to kids at retail. So, yeah, everything I do, I see as responsive to the MSA, and the only distinction I would make, I guess, is that we had a longstanding practice before I became involved of looking at ways to reduce the

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incidence of kids smoking and looking at ways to reduce access by kids to cigarettes. So it was a continuation of an approach that we had taken as a company for a long time.

But in fairness, to answer your question, things that I do relative to improving Right Decisions Right Now or adding value to the youth programs are, yes, very responsive to the MSA and well in keeping in the spirit of the MSA.

Q. Other than the - what you've identified, the Right Decisions Right Now and the We Card program, have any other programs been started by RJR since the MSA was signed?

A. You'll have to help me. That's pretty broad, any other programs.

Q. Any other youth smoking programs?

MR. BEACH: Object to the form of the question.

A. Let me - let me give you some clarification. When I say Right Decisions Right Now, I mentioned some components of Right Decisions Right Now, and I mentioned some things that had been started. I put them under the heading of Right Decisions Right Now. For instance, pilot programs is an example. They have started, if you will, since the MSA. They use Right Decisions Right Now materials. I characterize them as - characterize them as Right Decisions Right Now programs, but I suppose you could characterize them as new programs if you wanted to.

So, you know, in response to your question, the

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things that I have articulated - and there are others that I haven't articulated because I told you I was going to have an abbreviated answer - there are a number of things that we started or initiated since the MSA that would fall under the heading, if you wanted to characterize it that way, as Right Decisions Right Now or as components of Right Decisions Right Now, or if you wanted to, you could call them as new programs. I mean, for instance, we could call the pilot program with the Urban League as a new program. I just characterize it as Right Decisions Right Now simply because we use those materials. Does that clarify? I'm just trying to get - you asked about new programs, and I'm trying to clarify what - how they are defined.

Q. Okay. In the interest of saving time, is there any way you could run through the list of new initiatives that fall under Right Decisions Right Now since the MSA was signed as sort of a - without getting into a detailed explanation, a list of, like, the names of what they are, something short?

A. Let me--- Okay. I think I understand your question. I'll try to respond to it. I'm going to go back to my time period of involvement with Right Decisions Right Now, as opposed to the MSA, because, like I said, I - MSA was signed in November of '98. I became involved in early '99. I don't think there was, to my recollection, anything

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that was initiated in that intervening couple of months, but there may have been, so I, you know, can't be sure. And under the definition - let's just - we'll use "Right Decisions Right Now," and my answer is kind of an all-encompassing, meaning youth nonsmoking, if that's okay with you.

Q. That's fine.

A. All right. One of the things that we've done is we've added - let me back up - we've gone out and gone through a process of what we call recruiting new junior high and middle schools, both public and private, to our mailing list, and what we do is, we use a third-party supplier that sends a letter to new schools, sends a letter to potential schools to see if they would be interested in receiving the materials, and we've done that, I think, at least once and maybe twice since I've been involved. The reason I would call that an addition or enhancement to the program is that, as you guys might be familiar with, schools change. Some schools get relabeled, new districts occur, new schools are built, and it's important to keep the list - we try to keep the list current, so about every year or two, we do that, and the list, as a result, changes, goes up and down in terms of the number of schools we're reaching. And so that's one thing that we do and would, I hope, continue to do on a reasonably regular basis, to keep the list of

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schools we mail to up to speed.

I mentioned, as part of that, private schools. To my knowledge - although there might have been some that I'm not aware of, to my knowledge, prior to my involvement, we had not gone out and actively solicited private and parochial - under the heading "private," I mean parochial as well - middle and junior high schools, and we've done that - we've done that and added, I think, around seven hundred schools of that variety, of that junior high school/middle school range to our list that we're now providing materials, and I hope to be able to add more over time. So that's one thing we've done.

I mentioned earlier some pilot programs. One of the pilot programs I mentioned was this program with the Winston-Salem Urban League, which we're going to continue to do again this year, 2001. I think I gave you a brief synopsis of that, and I'll be glad to--- Was that enough for you?

Q. That was plenty.

A. Okay. So that's one program. Another program I may or may not have mentioned was - and this is really a pilot single project - there's a school, a - what's called an alternative school in Stokes County, North Carolina, which is the next county north of here. It's called Meadowbrook School. The principal of that school contacted

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us at Reynolds and was interested in receiving some help on developing what he characterized as a smoking cessation program for his students, and let me give you some background because I think it's relevant.

An alternative school in North Carolina is a school where kids who have been kicked out of the regular school system or are in trouble somehow and can't attend the regular schools, they go to the alternative school. So my understanding of the kind of population of kids that are at this school would be - you could characterize them as at-risk, kids with low potential academic performance. Lots of issues associated with this population, so it's a unique population. It's not at all representative of the average, you know, school in North Carolina or in the country, plus it's a rural county, Stokes County.

But, anyways, he came to us and said, "Could you help out? I've got this population of kids." He felt that a lot of them smoked, which is very unfortunate, and what I recall him saying was that one of the things he wanted to avoid was, these kids already had been in trouble with the school districts before. He wanted to find an alternative to suspension, because they have a no-smoking policy at the school, as they should. He wanted to find an alternative to suspension or a way to help these kids quit smoking and therefore, if I recall it right, not get in trouble so that

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they could stay in school and graduate. I mean it was - he wanted to do, I think, a good thing and the right thing.

So we suggested to him that we'd be glad to let him have our materials, the Right Decisions Right Now curriculum units that I've mentioned to you and posters and those sort of things for his use if he wanted to use them in that program, if he wanted to create his own program. And what he - what we ended up doing is, he created a program himself that includes--- And it's sort of ad hoc. He's put it together himself. It includes our materials, some of our materials, and it includes some materials from Project Assist, which I believe is one of the federal programs, and then he wanted to be able to use a substance abuse counselor or substance abuse professional, prevention professional, to teach the class, and to do all that, although our materials are free to him - we wouldn't charge him - he needed around $30,000. So we granted him $30,000 to go ahead and try that concept in his school over the course of this year, which would include, I guess, kind of the first semester and into the fall. I don't know - I don't think they have summer, but, anyways, so he's doing that, and that's another thing that we've taken a look at, to see if, you know, our materials can be helpful in that kind of setting. So that's two of the pilot programs.

I mentioned earlier that we became involved with

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the Institute for - or through the Institute for Youth Development with the Right Choices for Youth in Virgina program, which came out of the governor's office, and as I understand it, the Secretary of Health's office. We were involved in that program in 2000 - the year 2000. We provide them a - they asked for a monetary grant. We gave them a monetary grant which goes through the Institute for Youth Development, which was - that organization was more or less running or getting this program up to speed on behalf of the government, and we wanted to help at getting that program up because it's a community-based program where the folks in Virginia were going to try to reach out to the various members of the prevention community across the state of Virginia and get them involved in, you know, coordinating their efforts on prevention for not just smoking, which is, of course, very important, but drugs, alcohol usage, safe sex, abstinence, a variety of issues.

So we participated in that in the year 2000. They did not ask us for money this year, so we didn't give them money, but I've offered to give them our materials free of charge if they want to use them, and they're welcome to do that. In fact, I think they're probably going to use some of them again, and they would - as I understand it, they would just distribute it to, you know, various prevention groups for them to use. So that's one that we were involved

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in, but they decided to go a different way, and I think actually what they're doing is getting MSA moneys for that program this year anyways.

And then we - since I've been involved with the program, we will, from time to time, enhance our materials or improve our materials. Really, actually, to be fair, what we do is we update our materials, put - like, if you have - in some of our materials we have resources in the back where you can go and get more information about a subject. Well, the addresses might be out of date; web site is out of date. We'll update that and, in the process, make any other updates that would, you know, be appropriate at the time. So we've done that once or twice on some materials since I became involved in '99.

The - in addition, the web site, the Right Decisions Right Now web site - and here my memory is not precisely clear, but I can't remember if the - if the work had already started on having the Right Decisions Right Now web site when I got involved or not. It may have been after. It might have been before. It might have been right at that time. But we did follow through and complete a Right Decisions Right Now web site, which you can go to at www.rightdecisionsrightnow.com. That has the materials on it and a way you can order the materials to get - you know, get them. That's another thing we've done.

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We're working on a couple of additional potential components for our Right Decisions Right Now program. One of the things we're looking at is doing what I'll characterize as a grandparenting brochure. We have what I call adult brochures now, which are designed for parents, and we think there is an opportunity, probably a need for some - a similar kind of brochure but targeted towards grandparents, because I don't know if you guys know or not, but there's about something like four million kids in this country are raised by their grandparents, and, you know, I think it would good for those grandparents, you know, who are going to have this big age gap between these kids they are raising, that they have some advice and help and, you know, tips on how to talk to their grandkids about not smoking, as well as some other, you know, bad behaviors. So we're working through trying to develop one of those, a brochure that would be along those lines.

I mentioned earlier we had - we had provided these materials to the Meadowbrook School - Meadowbrook School in Stokes County relative to them using them in an ad hoc cessation program. One of the things that we're doing is also looking at potentially adding what I will call, like, a cessation study guide to our RDRN study guides. That's not done yet. It's probably a ways away from being completed, but it's one of the things we're investigating potentially

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adding, if it's appropriate, to our mix of study guides.

Let me just take a breath here for a minute. Let me switch gears away from Right Decisions Right Now and go to We Card for a minute, and then I may---

Q. Well, let - just - but my question was about Right Decisions Right Now, so that's---

A. Oh, okay. Sorry. Yeah. But it was Right Decisions Right Now specific; it wasn't youth smoking?

MR. BEACH: I thought the question was---

A. I thought it was youth---

MR. BEACH: ---what programs have you instituted as a result of the MSA, a list of new initiatives.

A. Yeah. Well---

Q. Actually, I think my question was, under Right Decisions Right Now, what - because you had said that you were doing new things in youth smoking, and you classified them mostly under Right Decisions Right Now, so I - my question was - to follow up, was what new programs have you instituted under Right Decisions Right Now. So let's stick with Right Decisions Right Now.

A. Okay. And then let's reserve the - I want to be able to go back and talk about, in the spirit of your question, We Card as well.

Q. Well, we'll stick with my question now, and if I want to find out about that later, I'll ask about it.

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A. Okay. Fair enough. Fair enough. All right. Under Right Decisions Right Now, I ended with - or the last thing I talked about was---

Q. You were talking about a cessation guide---

A. Oh, yeah.

Q. ---potentially.

A. Then another thing that we're looking at, we have an employee group at the company called TAC, Tobacco Action Coalition, and it's a good group of people, many of whom are involved at the - in the plants and the manufacturing facilities, and it's a group that - kind of ad hoc that comes together and works on various voluntary, various issues, and I think they've been involved with, like, building a Habitat for Humanity house in the past, and they've done some - some other things relative to tobacco issues in the past.

But, anyways, we reached out to them and have engaged this group of people - there's about twenty, twenty-five of them - in helping us identify and explore new ideas to approach ways to reduce the incidence of access to cigarettes and youth incidence. And I really - you know, part of the MSA provision is that we encourage employees, and we've worked now to try to get what I'll call the plant-level employees involved with helping us create some programs and get some ideas, and they're in the process of -

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we're starting to get some ideas in on that, and I think, in fact, today is - today or yesterday one of the folks I work with was meeting with some of those employees about their ideas, so I don't know what they've come up with yet, but - so we - you know, we're reaching out to those employees.

In addition, since I've been involved, we've received not a lot, but some, you know, ideas from employees that we've taken a look at. In addition, we get ideas unsolicited from the outside writing into us a fair amount, asking for support of - and I'll try to clarify what - explain this to you, but asking for support of a program that somebody has an idea about that they think may or may not be related to preventing youth from smoking. There was one - there's been a bunch of them, and I'm not going to be able to remember all of them, but there was, for instance, one where a lady in, I believe it was, southern Wyoming or northern Colorado, one of those places, had an idea where she wanted to run a - she wanted to create a program for her small town that would be engaging the kids of her town in, as I understood it, kind of the arts and being involved with artistic kind of endeavors and community service, and she and I talked a couple of times about her program, and it wasn't specific to preventing kids from smoking. It was more - more the idea if kids would be involved in positive behaviors, then they would choose not to do negative

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behaviors, which I think is a good idea, a sound program, but it wasn't specific to preventing - directly to kids preventing - preventing kids from directly smoking. I gave her some advice in terms of speaking with her attorneys general, the MSA authorities in those two states in terms of, you know, perhaps they would have some funds to help her. But that's just by way of example.

We get a reasonable number of requests like that, that come in for a whole host and range of possibilities and programs. Almost every case, the individual is wanting money, and they're almost all unsolicited, and so we try to look at those and evaluate them and see if there's something that we could do to help out that would be reasonable. In a number of cases, we've offered the materials free of charge that they can go use as part of the program. There was - in fact, there was one like that a couple of weeks ago where a lady in, I want to say, New Orleans has a program. I can't remember the name of it, but anyways - so I won't go into it, but she has a program where she's going to be reaching out to middle school kids, and we offered the materials for parents of middle school kids in this - this program. I know. It's a program about improving these middle school kids' performance - and these are minority individuals - performance in mathematics and reaching out to these kids and helping them do better in school, which is a great way

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to help kids, you know, have a - have a sense of a future, and therefore, you know, not want to pick up these other misbehaviors.

So that's - I'm sorry to kind of go a long ways, but we get requests or we get proposals in, if you will, all the time, so we're constantly looking at those. My sense is that we may have gotten requests for proposals in before the MSA. I'm not sure, but, you know, I can say since then we have, and I will tell you that a number of times when folks have, like that, called in or, you know, come in from the web site, or whatever, they have referenced the MSA and they have referenced that their understanding of the MSA is that Reynolds Tobacco Company either has money that it can spend on these kind of activities or that it is required to spend money. So I think, in a sense, that's a result of the MSA and the information put out about the MSA that these people out there are interested in it.

So those are - those are examples. That's - you know, that's not an exhaustive list. There are probably some others in there, as I keep going here, that I can't - I'm not bringing up right away, but that's sort of a general list. I mean I can think of one right now that's a minor one. We did a bumper sticker, the bumper sticker for the back of a car that has the web site on it - it says "Kids Shouldn't Smoke - www.rightdecisionsrightnow.com" - that we

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distributed to all the employees so they could put it on their cars so that, you know, if you were driving down the road, you could see the bumper sticker and know where to get some information. That's a small thing, but it's one of - you know, just an example of the kind of things we do.

Q. Do you work with anyone at RJR to help you with your work in youth smoking activities?

MR. BEACH: Object to the form of the question.

A. In fairness, what do you mean "work with"? Because I work with, in that sense of the word - I'm not trying to be - you know, I work with a lot of people, and I have, I've been with the company twenty-three years, so I know a lot of people, and I may bounce ideas or have discussions with a whole bunch of people who don't directly work for me, so I mean it would be hard for me to say who do I work with or who have I worked with in the last two, two and a half years.

Q. Is---?

A. If you're asking - so - I mean, is that what you want or---?

Q. I'll clarify. Is there anybody who reports to you specifically on a day-to-day basis---

A. Got you. Yes.

Q. ---on - and helps you with youth smoking?

A. Yeah. There's two people.

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Q. Who are they?

A. Rogene Smith.

Q. Can you spell that first name?

A. R-o-g-e-n-e. She's my secretary, administrative assistant. And Carolyn, C-a-r-o-l-y-n, Brinkley, B-r-i-n-k-l-e-y. She's a manager of public policy programs. She's - she reports to me. And then--- Are you done writing?

Q. Yeah.

A. I report to Andrew Schindler, the CEO, and obviously he and I work together.

Q. How often do you report to Mr. Schindler?

A. You misunderstood. Report means I'm his subordinate. I have a direct reporting relationship with Mr. Schindler.

Q. Right.

A. Okay.

Q. And how often do you report to him?

A. You mean how often do I interact with him?

Q. Or interact, provide reports about what you're doing to Mr. Schindler.

A. Okay. I'm sorry. I just - the word "report" to me means I'm in a chain of command. That's how I---

Q. Okay.

A. Okay. I interact with him fairly regularly, I

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mean, pretty much when I need to. He's very accessible. I've met with him a couple of times in the last month or two. It's when I - you know, it's up to me as to when I need his advice and counsel or assistance or want to bounce an idea off of him or give him an update. I go in and do it. He's very - very accessible and very - very good to work with.

Q. Aside from yourself and the work you're doing on youth smoking prevention, are there any committees within RJR who work on youth smoking issues?

MR. BEACH: You mean smoking prevention issues?

Q. Smoking prevention issues. I'm sorry.

A. Yeah. I'm sorry. I'm not - yeah. Help me out, because if you - define "smoking prevention issues" for me.

Q. For youth smoking prevention.

A. Okay. If you define youth smoking prevention as the kind of things that I have articulated like Right Decisions Right Now and We Card, I am - myself and Carolyn and Rogene were really the people that drive that. And you used the word "committee." I mean I - I'm having to interpret what you mean by committee. I mean I'm sure - I'm not sure, but I mean when Carolyn, say - I'm making up a hypothetical - if Carolyn wanted to do some work on the web site, she might get together with the web master, somebody in information resources, someone, you know, who would

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control how you get stuff on the web site or not, somebody in creative services who might, you know, help out on some of the creative layout. So that could be a committee. You know, if you considered that a committee, I guess you could. It's not a formal committee, if I'm clear. I mean that's just how we work in groups. Is that---?

Q. Well, are there any formal committees, or is it just really the three of you, like you said?

A. It's not just the three of us, as I - what I said. Well, I'll go ahead and clarify. The three of us worked directly together on that subject, and we spend - that's what we spend our time doing. As I mentioned, there are other people that we work with that don't report to me that are involved in supporting our mission, and, you know, they're all over the company. I've referenced some of the people in TAC, you know, who are providing some ideas. I've referenced in a hypothetical sense, but it's real as well, you know, there are people in information resources who help us with database. There are people in consumer relations who forward ideas that come in to me. There are people in creative services who help us keep the web site visually appealing. So there's a variety of people who support our mission in one way, shape, or form. It would be tough for me to name all of them. I mean, there's a bunch of them. There's a, you know, financial person, and so in that sense,

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but I think what you're - what you're trying to get at is, are there - you know, who is the direct group, I think.

Q. Right.

A. Is that what you're trying to get to?

Q. Right.

A. In fairness, it's me and Carolyn and Rogene, and, again, Rogene is our administrative assistant, but she's involved with, for instance, sending out materials where people will request study guides or things off the Internet. She's responsible for getting those out the door.

Q. Do you work with any outside companies to---

A. Sure.

Q. ---help you with what you're doing?

Who do you work with?

A. And I'm going to take your question, again, broadly. When you say "company," I'm going to just sort of use the word "group." Okay? I mean I can narrow it to companies if you want, but I think you'd want to - want a broader--

Q. Outside of RJR.

A. Yeah. Let's do it that way. I mentioned earlier, like, the Institute for Youth Development, we had been involved with them in that pilot program called Right Choices for Virginia Youth. That's a group that we worked with, and I'm using the word "work" in the sense of

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collaborated with. Let's use it in that way.

I mentioned the Winston-Salem Urban League. We've collaborated with them. I mentioned - all the ones that I mentioned in terms of pilot programs, you know, we've collaborated with them. And there are others. I'm just - you know, in terms of collaboration, I'm kind of drawing a blank, but I'm sure there are other ones.

In terms of companies, we - let's see - we have a relationship with a company called Rogers and Cowan, which is a relationship that was there long before I became involved with the program. Dates back, I guess, to the early 1990s. There we have a contract with them. We had a contract with them for years. They help out on a variety of things such as study guides, helping get those - keep those current and updated, and to do that, they work with a company called Lifetime Learning, which is in Connecticut, which actually - the Lifetime Learning Company is the one that developed the study guides back in the early 1990s. So Rogers and Cowan interfaces with Lifetime Learning to keep those things current, and as I said, we mail them out twice a year, so they're involved with basically making that happen. And Rogers and Cowan performed some other duties related to the Right Decisions Right Now program. They provide advice and counsel as appropriate. They've helped out on the development of - they're helping out on the

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development of this grandparenting brochure. They're helping out on the development of this cessation component, working with - Lifetime Learning, again, is really developing it.

So, yeah, Rogers and Cowan - that's kind of a short way of saying Rogers and Cowan is a company that we have a relationship with. Through Rogers and Cowan, we have a relationship, then, with Lifetime Learning, which developed our study guides, and they - you know, Rogers and Cowan acting as - acting on our behalf, has had relationships with other companies in the past. I can't - you know, maybe like production companies that produce our MSAs or - MSAs - our PSAs - excuse me - they would have relationships with them to get those kind of things done. I just can't, you know, bring them all up.

So we have a relationship there, Rogers and Cowan. Talked about Lifetime Learning. We have a relationship with - and now I'm back to "we" meaning my group, Carolyn and I. We - Walt Klein and Associates, they help us with our school database in terms of keeping it computerized and housed, so they do that for us. There's - I'm trying to think where we store our materials, if there is a relationship there. I think that might be a - I can't remember. There's - it might be a third-party storage place like Lentz where we keep the materials. I can't remember if

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it's there or if it's at the - at a company facility, but it might be a third-party contractor that, you know, maintains our materials and inventory for us.

Let me take a breath.

Q. Well, let me throw out a question about Rogers and Cowan.

A. Okay. Yeah. Let's stop for a minute because I'm - there are probably - I've gone on for quite a while. There probably are some more. I just can't recall them right this second, but there's got to be one or - you know, a couple more out there.

Q. That's okay. Aside from the study guides, does Rogers and Cowan do any other work in helping develop youth smoking prevention programs?

MR. BEACH: Object to the form of the question. It misstates his testimony.

Q. You had discussed that Rogers and Cowan - I believe you had said that they help you with study guides, is that - is that correct?

A. I don't remember my exact words, but what I said was - what I intended to say and I think I did was that Lifetime Learning Systems developed - developed the study guides way before I was involved with the program, and Rogers and Cowan interfaces with Lifetime Learning to have them get the study guides out to the schools, and they

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collect some bounce-back cards and feedback, and they - there's a relationship between Rogers and Cowan and Lifetime Learning that's, I guess, a contractual relationship to do that.

So, yeah. Your question was, is Rogers and Cowan involved in the study guides?

Q. Well, my question was, do they do anything else other than their involvement with study guides?

A. Yeah. I thought I - I thought I articulated that they - that Rogers and Cowan was involved with helping out on the grandparenting brochure and helping out on - actually, I think on the grandparent brochure they're helping really create that, and they're helping out on the potential cessation component, which is being created by Lifetime Learning. So there is a relationship there, and I think I had mentioned that they had provided advice and counsel. They - and this is just what's going right now. I'm taking your question in the context of today.

Q. Right.

A. I mean they've done a lot of stuff in the past related to youth nonsmoking that I'm not going through.

Q. That's all right.

A. Is that fair?

Q. Yes.

A. Okay. And then - let me think. Oh, Rogers and

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Cowan, before I came with the program in early '99 and since then, they have provided our Right Decisions Right Now posters to TV producers and movie producers who may want to use those posters, and I don't know if you've seen them, but they're - well, there are posters in productions. I've seen them before in ER, for instance, in the break room on ER and other shows where they have our - the posters are used by these shows as background material, and these are - these are - to be clear, these are the posters - not the posters that are in the curriculum units, but the posters that I talked about sometime ago that are designed to challenge kids' perception that smoking is somehow cool. So you can go look at them on the web site. So that's one of the things.

There are some other things that I'm not remembering right now, but generally that's - that's what we've been doing with them now, and then they've done things in the past beyond - beyond that scope that I've articulated.

Q. Currently, do - as far as your relationship with Rogers and Cowan, do you come up with ideas and then bring them in and say, "Here's an idea we have. We'd like your input and help," or do they independently come up with ideas and come up to you and say, "Mr. Strawsburg, we have this idea. What do you think?" What's the relationship there?

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A. It's not an either/or relationship. It's a collaborative relationship. Sometimes we have ideas that they build on. Sometimes they have ideas that we build on. It works both ways. I couldn't - I wouldn't try to define it as an either/or. I don't think that would be a fair characterization, and there are things that - that we, meaning Reynolds - meaning myself and Carolyn is what I really mean - that we'll go do on our own without any input or collaboration at all with Rogers and Cowan. So it's---

Q. Has Rogers and Cowan come up with any ideas or proposed any ideas to you that have been rejected as far as helping with the youth smoking prevention?

A. I don't understand your question.

Q. Have they - has Rogers and Cowan come to you and said, "We tossed this around and we have this idea for youth smoking. What do you think?" and you took a look at it and you say, "No, this is - this is not appropriate right now"? Is that within your relationship?

MR. BEACH: Object to the form of the question.

A. Well, I'll try to answer it this way. I think I - you know, Rogers and Cowan, you know, may have had - may, at any one time, have twenty ideas, hypothetically. We don't necessarily do all the ideas. Some are better than others. Just because I don't do an idea or don't pursue an idea doesn't mean I reject it. I generally think maybe some are

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just better than others. It's just kind of like any creative process. So I'd hate to - you know, I'm not trying to be picky here, but I'd hate to characterize it as a rejection of an idea, because in many ways, in the area of youth nonsmoking, it's sort of a truism, there aren't really any bad ideas; there are just ideas, and some seem to be more appropriate at the time you look at them than others.

Q. Have there been any ideas from Roger and Cowan, that you can think of, that have not been pursued?

A. Oh, boy. As we sit here today, I can't call up any specific ones, but I - like I said earlier, there are - I'm sure there are ideas in the past that we've worked with them on or that they've raised that we haven't pursued, but I just can't - I can't bring any up, frankly, right now.

Q. With---

A. You know, I wouldn't - in other words, I don't want to rule out - yeah, there's some I just - if you, you know, hear twenty ideas, you're not going to - probably not going to be able to pursue all twenty.

Q. When they - when they do have ideas, do they put it in a document and send it to you, or do you have a meeting with them and sort of a roundtable discussion? How does that - how do they get their ideas to you?

A. It would probably be any of those ways. I mean we - we could have a discussion. They might put it in a

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document. It might be a phone call. The - by way of background, the process, if you will, of ideas for youth nonsmoking that Carolyn and I and Rogene kind of work with is really an open-ended process. We try to listen and we try to hear what people say and suggest, and, you know, in that regard kind of in some ways sort of anything that we talk about might be construed as an idea, you know, a way to do a better job at what we're doing, because that's what we're all about. So, you know, most of our conversations are about, you know, doing what we're doing better or completing what we're doing, all of which is related to, in my mind, you know, working against the issue of youth smoking, preventing kids from smoking.

Q. Do you use any polling techniques to go out in the field and find out what youth attitudes are for smoking and to help you with your work in youth prevention?

A. Again, in the spirit of this, I'm going to - I'm going to give you back an answer and I'm going to tell you how I'm interpreting your words. When you say "I use" or "do I do," I have not, me, Steve Strawsburg, gone out and initiated a poll among kids, say, hypothetically, to get attitudes or behaviors, or whatever; however, there are numerous studies that are done, such as a study out of the University of Michigan called Monitoring the Future, which I think is biannual - yeah - every other year. The American

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Legacy Foundation has started to do research along those lines. It looks at trends and behaviors and attitudes.

There's an organization called CASA, which is out of Columbia University. It's headed by Joe Califano. They've done some surveys and work like that. The CDC does something called the Youth Risk Behavior Survey that they do, I think, annually, that goes into great detail about what kids are doing in this country, bad behaviors they're doing. Do I use those? Yeah, I look at those surveys, you know. But they only come out once a year, so I mean - but I refer back to them regularly because they contain very pertinent information for me relative to the trends in youth smoking, the trends in other behaviors.

So I mean I - yeah, I use that kind of research and that kind of survey. I haven't initiated it. I mean it's done by these third parties. It's widely available to the public. But, yes, I do use it. I think it's - I try to stay as breast as I can in those surveys and those kind of trends. And it's - like I said, you know, with the American Legacy Foundation producing one, you've got more and more of them to look at, and so there's more and more information out there, and it's hard to keep up with all of it.

Q. Does - has RJR, since the MSA was signed - have they employed any polling companies on their own accord to go out and do polling into youth attitudes for the youth

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prevention program?

A. Again, long question. For the youth prevention program, for me, for what I do, no, not that I'm aware of, and I haven't gone out and done polling, but let me just be clear. I can't rule out that some other part of the company might have done, you know, polling work among adults.

Q. Well, we're just going with your knowledge.

A. Okay. But I just--- Okay. But I'm just saying, you know, because I've seen a poll or I saw some polling work - I don't know if it was since the MSA - I think it was - that was among adults that talked about a lot of different issues, one of which - and this is what I was trying to get to - one of which could have been youth smoking. So, you know, to be clear, that could have happened that way. But, no, I haven't gone out and done a poll among kids to find out about youth smoking.

Q. Nor have you employed anyone to do so on your behalf?

A. No. No.

Q. In any of the messages that you're currently getting out, has there been any attempt to make children aware that smoking is a possible cause of cancer as associated with diseases?

MR. BEACH: Object to the form of the question. You can answer.

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A. Help me out on "messages."

Q. Well, you had discussed earlier - I think you had said - and I'm going on memory - that there were six basic messages, I think, that some of the - I don't know if they were guides or that - about making decisions about responsibility. You had said that those were some of the titles of the materials that go out to youth, so my question is whether any of the materials that go out to youth discuss, amongst the things you had mentioned, the fact that smoking may be a cause of cancer or is associated with numerous diseases?

MR. BEACH: Are you talking about the Right Decisions Right Now materials?

MR. SCHWARTZ: Yes.

A. Okay. I'm going to try to answer it, and I'm - I'm going to have to, I think, clarify your understanding. The six things that I mentioned - or among the things that I mentioned, I mentioned six study guides, which I think was what you were referring to.

Q. Right.

A. And I - and you - because you were referring to the names of those. Those materials include things that are intended for teachers as well as a poster that kids - you can put up in the classroom and the kids would see, as well as some activities sheets within the materials that kids

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were to use. So there's a bunch of different stuff in there, in those specific things you're talking about.

In the study guide part for teachers, I'm not going to remember the exact words, but there is some commentary, I believe, about - well, I can't remember the exact words, so I won't go through it. There is - I'm trying to recall, going back to specific materials in the study guides. I think there is, in one of the cases, where we talk about - we - where Lifetime Learning put together a study guide on - I think it's the "Consequences of Decisions" study guide. In one of those activity masters, I think it has - we'd have to have it in front of us to show you, to be real clear about it, but there's one of the activity masters, and that one, I believe, talks about warning statements and the consequences short-term in the context of talking about consequences of decisions, short-term consequences, long-term consequences. There's an activity master that has a list of warning statements for various products, and one of those warning statements is a cigarette warning statement, the Surgeon General's warning, smoking causes cancer, lung disease, or - cancer or emphysema, heart disease. So, yeah, there's - there's an instance where it happens.

In the - switching gears for a minute, in the adult - what I characterize as the adult brochures, there's

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a message at the beginning of the adult brochures, the three that I mentioned, that is a message from R. J. Reynolds Tobacco Company that - again, I'm not going to get the exact words, but speaks to some of the issues that you asked about relative to awareness of the health issues associated with cigarette smoking. But, again, it's not black or - your question is not black or white. Materials are intended for both adults - you know, some are intended primarily for adults because they're just written for adults. Some are intended primarily for kids because they're, like, a poster, but they can be viewed or seen by anybody. So I don't - I don't quite make the same distinction you do relative to material for adults or material for kids only, if I'm clear.

Q. In any of the materials that you provide in an attempt to help with youth smoking prevention, is there any mention of the R. J. Reynolds Tobacco Company's position that it manufactures products that have significant inherent health risks for a number of serious diseases and may contribute to causing these diseases in some individuals?

A. Those exact words?

Q. Well, that position by R. J. Reynolds Company - Tobacco Company.

A. I'm just - I'm seeking clarification. You read - or let me say, is it those exact words?

Q. Well, not exact - not necessarily those exact

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words, but that message that RJR is trying to get out.

A. Okay. I'll try to answer the question. Yes, in a general sense, and it may be those exact words. That's why I was - why I was asking. I just can't remember from exact memory whether what you read me is how it might be in our materials, but it sounds pretty close. Yes, materials include that, to my recollection, in the adult brochures and - and similar themed or - I just don't have it in front of me, but a similar, although not the same, language, I think, in the study guides. In one of the sections of the study guides, it has similar kind of language. I can't remember the exact words, though.

Q. Specifically, to the booklets, or whatever, that go to children, not the stuff that goes to the adults, but the stuff that's targeted or produced for children to review, or youth, is there any attempt in any of those materials to tell children that smokers have twice the risk of having coronary heart disease as nonsmokers?

MR. BEACH: Let me just object to the form of the question on - well, I don't want to get into a speaking objection. I'll just object to the form of the question. Steve, you can answer.

A. Help me out. You said just for children, and earlier I thought I had answered that the materials are available for adults, children. You know, we don't try to -

GRAHAM ERLACHER & ASSOCIATES
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WINSTON-SALEM, NORTH CAROLINA 27103
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you know, we write--- Maybe I'm---

Q. Can you correct me if I'm wrong---

MR. BEACH: Please let him finish his answer.

MR. SCHWARTZ: I was just trying to help.

A. I'm not trying to overexplain it, but, hey, the materials - I'm going to give you an example. The adult brochures that I've mentioned, the three - the three ones I've mentioned, those were written for - when I use the word "for," with an eye towards an adult reading the brochure and acting on it. A kid can certainly read it and act on it as well, but what it talks about in the brochure is, hey, how to talk to your kid if you're a parent about not smoking. So, you know, is that for - in my words, that's for an adult, but a kid could read it, if you follow me.

Likewise, in another example, when I talked about the study guides, I said the study guides contain materials that include, you know, primarily intended for the teacher to actually teach the course. It kind of says, "Here's how to teach it," and to support that, there is a poster that talks about or reinforces the lesson, and then there's activity masters that - that the kids can use to go through the lesson. So it's pieces and parts. The thing, the kit, goes to a teacher. The teacher decides what the kids will see or not. They may not put the poster up. They may. They may, for whatever reason, show the kids the study

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guide. They may not. I don't know. Okay? But do you understand my context? That's how it's written.

Q. Well, now---

A. Now---

Q. I'm sorry.

A. ---you know, relative to things that - you know, in fairness to your question, relative to things that are likely to be viewed by kids - okay - such as posters, the posters that go with the curriculum units or the other posters that you can look at on the web sites that I've mentioned earlier, the posters that go with the curriculum units reinforce the curriculum units, and they're that simple. They're designed to reinforce, if the curriculum unit is on refusal techniques, how to say no to peer pressure or peer influence. That's what the poster does, is it gives the little tips on that. That's what it's focused on. If the poster is on the decision making, that one, that study guide, it's going to be on decision-making skills, so that's what the focus of that piece is, the - and that's one that kids see.

The other posters that I think kids see are designed to challenge the notion of peer pressure and designed to - not challenge - designed to challenge kids' perception that they should smoke, you know, or choose to smoke because their peers are doing it. So that's what

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they're designed to do.

So do they - back to your question, do they directly in, you know, like, a warning-statement fashion speak to the issue you raised relative to the general smoking and health issues you - as I'm recalling you phrasing it? No, not in that regard.

Q. All right. Is there a guide---? You mentioned, like - you just mentioned three guides. Is there a guide that the teachers use and may - you know, may or may not distribute to their - to the kids, but is there a guide that addresses smoking and health issues specifically?

MR. BEACH: Produced by whom?

MR. SCHWARTZ: Produced by - in the same vein that he was just talking about with the Right Decisions Right Now, those - the---

MR. BEACH: In other words, you're asking about materials that would be produced by or on behalf of R. J. Reynolds, as opposed to some other source?

MR. SCHWARTZ: Yes.

A. I'm sorry. I lost track of the question---

Q. Okay. Do you want me to ask it again?

A. ---with his---

Q. Sure. That's no problem.

You discussed materials that are produced by RJR and given to these teachers, and they have the curriculums,

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the posters, the work sheets for the children. Is there a - is there one of those that is designed to teach children about - specifically about cigarettes and smoking and health?

A. One of those study guides?

Q. An entire--- The way you made it sound was, there's sort of a prepackaged, whole thing. There's posters that go with the study guide that refer back to how to make the right decisions and that sort of thing. Is there a prepackaged thing that goes to schools that informs the children on smoking and health issues?

MR. BEACH: Let me object to the form of the question.

A. Is there - I'm going to characterize your question as you're asking me is there, like, a seventh study guide. Is that a fair characterization of it?

Q. Yes. I don't think we've run through all six, so---

A. Okay. I--- Okay. Let me help you. The titles of the study guides, or the way I refer to them, is, there's one on decision-making skills, one on the consequences of decisions, one on refusal techniques, one on conflict - oh, one on values, and one on responsibility. I'm sorry. My recollection is - and I don't have it in front of me, or I could refer to it specifically, but there is throughout

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those study guides, as appropriate to the lesson that's being talked about, some commentary about smoking - what I'll call smoking and health issues. I can't remember the exact phrasing and stuff, but there's some commentary in there and kind of, I think, more importantly, is - and you'd really have to look at the study guides to understand this - the purpose of the study guide and the purpose of the lesson or one of the purposes is to stimulate discussion and interaction between the teacher and the kids in the classroom on a whole range of issues surrounding smoking and other misbehaviors, one of which includes obviously the health, you know, risks of smoking and other behaviors. So, you know, as I see it, as appropriate, the study guides, you know, as appropriate to the lesson, urge a discussion on health-related issues relative to smoking and other behaviors.

If I had the study guide in front of me, I could - we could sort of look at it and you'd see that, for instance, on the one I talked about earlier, talking about the consequences of decisions, there's a master - activity master that talks about long-term consequences and short-term consequences. The purpose of the activity master is not just to fill it out and, you know, put it away, but to stimulate, then, a discussion between the kids and the teacher and the kids within the classroom as to, so what are

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the long-term and short-term consequences of smoking from a health standpoint. Is that---? See, I took your question to be---

Q. But there's no specific program, lesson plan, that addresses smoking health issues; it's incorporated into the other six you talked about. Is that a fair statement?

A. As I see it, the issue of smoking and health is dealt with or is within the study guides in kind of two ways. One is what I just tried to articulate, and I'll come at it from a different angle, is that the purpose of the study guides is not to be a literal translation of you do it this way and you say this exactly to the kids, Mr. or Mrs. Teacher. The purpose of the study guides is to engender a discussion about the six subject areas that I talked about, and included in that discussion is the hope and expectation that the teacher will incorporate the health issues of the subjects being discussed as appropriate, such as cigarette smoking and health issues associated therein, drugs, alcohol, and other things, because the - maybe you didn't pick up on this, but the study guides, you know, are designed to help on, like, decision-making skills that involve not just choosing not to smoke. There are other things that we're trying to help out on.

But, anyways, so that's one way that I think the health aspects are incorporated, is that you expect and hope

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that this discussion is going to engender or come about, and then I pointed to some specific props, if you will, within the study guides that would hopefully lead for that discussion - lead to that discussion occurring or creating the framework for that discussion about smoking and health issues. So that - so that's how - that's - that's how the study guides, as I see the study guides, are intended to be utilized. You know, there is no specific study guide, like, call it study guide number 7, that speaks only to the smoking and health issues that you raised. And, you know, that's all on the study guides. I'm sorry. I kind of went on. Did I - did I get to your question or not?

Q. In a roundabout way, yes. Is there any attempt in those study guides to promote conversation regarding the fact that many smokers find that once they've started smoking cigarettes, they find it difficult to quit?

A. I don't recall if that specific language is used. I don't recall right offhand. I'd have to go back and look at the guides per se.

Q. Is there, in any of the study guides, in an attempt to prompt discussion, a list for the - perhaps just for the teachers' use to help prompt discussion, a list of things such as twice the risk of having coronary disease, that smokers' risk of getting lung cancer is approximately fourteen times that of nonsmokers, that smokers' risk for

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chronic obstructive pulmonary disease is approximately ten times that of nonsmokers? Is any of that information in any of the materials you provide to help prompt discussion?

A. I don't recall the specific language that you just played back to me being in the materials in the form that you have articulated.

Q. Do you know whether RJR---?

A. And let me - let me go back and amend that: in the study guides that we were talking about. I think that language is in some of our other materials, but not the study guides that you and I were just talking about.

Q. And that's what I was referring to.

A. Okay.

Q. Do you know whether RJR has changed any of its marketing strategies after the MSA to comply with any of the provisions of the MSA on youth smoking - or youth smoking prevention?

A. Yes, I do. Let me talk about some of the things that have changed in marketing. We no longer - and I think we had talked about this earlier - we no longer use outdoor advertising in the marketing areas as called for by the MSA, so the use of outdoor advertising is no longer a strategy that we employ, which we did prior to the MSA. We no longer use what I'll characterize as branded promotional items, caps and T-shirts, apparel that used to - before the MSA,

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that were used as promotional items at retail that had cigarette brand logos on them. That's a strategy or a program that we don't use in our brands anymore because of the MSA.

Q. Just to clarify my question, mine was not just about the compliance with the MSA. It was about compliance with the MSA and youth smoking prevention, if there's any marketing techniques that have changed. I mean if these are things that you were previously using to, you know, attract youth smokers, or whatever it was, and you're not doing them now, then that's appropriate, but I'm talking about specifically not just what marketing has changed as a whole, but more towards what you're doing, youth smoking, any marketing changes as not - that pertains to youth smoking.

MR. BEACH: Let me just object to the dialogue. I understand you're, I assume, trying to clarify your question. I find your question completely confusing. Steve, if you understand that there's a question there and you want to try to answer it, that's fine. Otherwise, ask him to rephrase it.

A. To be honest with you, I lost you. Okay?

Q. Okay. Well---

A. Could we go back---?

Q. I'll - I'll rephrase.

A. Let me tell you what I thought I heard, was---

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Q. Well, let me withdraw it and rephrase.

A. Okay. Thank you.

Q. Has RJR changed any of its marketing strategies after the MSA in order to comply with any of the provisions of the MSA regarding youth smoking and youth smoking prevention?

MR. BEACH: Object to the form of the question. If you can answer it, Steve, go ahead.

A. You're going to have to help me with what provisions you mean by "youth smoking and youth smoking prevention." Which specific ones do you mean?

Q. Any of the ones we've been talking about, the need to decrease youth smoking or suffer fines. The first provision in III(a) talks about youth smoking. I'm just wondering in general if you know - and if you don't, that's okay - if RJR has changed any of its marketing strategies in its promotion of its brands in order to comply with any of the youth smoking provisions - or prevention in the MSA.

MR. BEACH: Well, I'll let Steve speak for himself. I sort of doubt you can answer his question. I also object to your characterization of the Master Settlement Agreement. It at least was in part inaccurate. Go ahead, Steve, if you want to respond.

A. I'm just going to be right straight up with you. Our marketing strategies are not about and never have been,

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in my experience, marketing to youth. We market to adult smokers. So when you're asking me did we change marketing strategies in response to the MSA sections that you allege are related to youth smoking, as you put it, your words, we've never - we don't market to youth with our marketing strategies. So, you know, that's where I'm, I guess, confused, because we don't - we didn't change marketing strategies--- Let me back up.

When you asked me about marketing strategies, I started to tell you what we don't do vis-a-vis the MSA or as a result of the MSA. Those strategies that I was articulating had nothing to do with any allegations of marketing to youth because we don't market to youth. In my--- You get me?

Q. Yeah. That's fair enough. Do you know how much RJR spent on youth smoking in the year 2000?

MR. BEACH: Object to the form of the question. I don't know what you mean by "youth smoking."

Q. Do you know how much RJR spent on prevention of youth smoking in the year 2000?

A. Yes, in a general sense. My budget - and by mine, I mean the department I work in or manage - I think our budget was right at about $3 million, and I'm excluding salaries and G and A, so to the degree that those are a direct expenditure, which I would view them as, it would

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probably be more than $3 million. I just never have added it up that way. That's what my budget is.

The - not taking into account the time value of when a sales representative in the field orders We Card material for a retailer, you know, how much that might cost us to do that or how much that time is worth, not taking into account the expense that might be associated with somebody supporting our group, that we may not get billed, such as somebody in information resources helping on a database issue or somebody in creative services helping on a creative issue, but, you know, in terms of - so there are other hidden, embedded expenses, but that's - you know, I don't have a way of accounting for those, but - so it's kind of - I think a minimum would be - a safe number would be a minimum of $3 million.

Q. Do you know how much---?

MR. BEACH: I'm sorry. I'm not sure if the witness was finished with his answer.

THE WITNESS: I think I was.

MR. BEACH: Okay.

Q. Do you know how much RJR spent in 1997, that being the full year - the only full - the last full year before the MSA - do you know how much RJR spent on youth prevention smoking programs for that year?

A. No. I wasn't involved with the program. I don't

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know.

Q. Do you know who might know?

A. Let's see. That's really an accounting question as I hear it, so I'm trying to think. The accounting department would probably be - would be in finance. I guess you could go to the CFO and start there. His name is Ken Lapiejko.

Q. Do you know how to spell his last name?

A. I'll try. Capital L-a-p-i-e-j-k-o. And let me just add to that. You asked about 1997. I wasn't involved in the program in 1997. I'm just - I don't know for sure who was involved at that time. If I knew for sure, I could, you know, refer to somebody who might be able to help you, you know, directly, but at least you could start with Lapiejko, and they could work down through who was the finance person that would have supported the programs in those days or in that day, and that person would probably, you know, be able to find it out.

MR. SCHWARTZ: Off the record for one second.

(Thereupon, a recess is taken from 1:53 p.m. to 2:02 p.m.)

Q. One quick question before we get to the MSA. Did anybody hold your job, the position as vice president of public issues - did anybody have that job before you?

A. What time frame?

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Q. Immediately preceding you.

A. I think, as I articulated some time ago, I was asked to help supervise the program in early '99 when I was a senior director of public affairs. Prior to that, I think - well, prior to that, there was a guy who had helped or who had run the program, as I saw it, and he's no longer with the company, and I think his title was staff vice president, because you asked me about his vice president. I don't think he was a vice president officer. I think he was a staff vice president.

Q. Who was that?

A. Herb Osmon. And then there might have been somebody before his tenure. In fact, there probably was, but I'm not sure exactly what the titles would have been or who would have reported to who back then.

Q. Was the position of vice president of public issues created when you started?

A. Oh, I've got you. So you're asking about the specific title of public issues?

Q. Now I am.

A. Oh, okay. Thank you.

Q. That title, is that a new title?

A. Yeah. Let me help you. Yeah, let me give you the background on that. There had been a department in the company called public issues back in the '80s and '90s. My

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title doesn't imply or should not imply that I'm part of that department, which no longer exists. My title came out of literally thin air, where I was promoted and they asked me one day, "What do you want your title to be?" and I knew there was a public affairs department, so I didn't want to be VP of public affairs. I just came up with the title. I said, "Well, we'll call it public issues. Youth nonsmoking is a public issue," and, also, I was working on, as I mentioned, some of these local issues. So that's it. So don't put any stock in the word "public issues." It's just what I happened to pick one day.

Q. Okay.

A. For instance, I think I mentioned the manager I work with, Carolyn Brinkley, her title is manager of public policy programs. Probably a better phrasing for my title would be vice president public policy programs. So---

Q. Okay.

A. So in - and not trying to drag it out, but Mr. Osmon, I don't know what his staff vice president of what was. It could have been public policy programs. I don't know what it was.

Q. Okay. In Section III(e) of the MSA, it states in there that "no participating manufacturer may provide or cause to be provided to any person without sufficient proof that such person is an adult, any item in exchange for the

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purchase of tobacco products or the furnishing of credits, proofs-of-purchase, or coupons with respect to such purchase." How is RJR going about complying with that provision?

A. Section III, it says, is Permanent Relief.

Q. Section III(e) - III little (e). I'm going to withdraw that question because I think I - it's not Section III(e), but in the MSA, if you're knowledgeable, there is a provision that states "no participating manufacturer may provide or cause to be provided to any person without sufficient proof that such person is an adult, any item in exchange for the purchase of tobacco products or the furnishing of credits, proofs-of-purchase, or coupons with respect to such purchase." Do you know whether RJR - how RJR is accomplishing complying with that provision?

MR. BEACH: Do you have an extra copy of that? I guess I will take it.

MR. SCHWARTZ: Why don't we do this. Rather than wasting time unnecessarily, I'm just going to withdraw that question and move on to something else. If you don't mind letting J. P. see that and see if he can find it.

MR. BEACH: Yeah. Sure.

Q. Pursuant to the MSA, tobacco companies must promulgate or reaffirm corporate principles that express and

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explain its commitment to comply with the provisions of the MSA and reduce tobacco products by youth. Are you familiar with that part of the MSA?

A. Yes.

Q. Okay. What has RJR done to comply with this provision?

A. We've promulgated corporate principles related to preventing youth from smoking at the appropriate time and disseminate that promulgation on a regular basis, as two examples. We provide that - it's a statement on our - what we call our Target Vision Network, which is our internal company televisionlike system, where we have TV monitors pretty much throughout the facilities of the company. That runs - that statement runs on that monitor the last week of the month, and then, in addition, we include that statement in the magazine - internal communications magazine we call Caravan, in the May/June issue and the November/December issues. It's published six times a year. So it goes in there every - every six months, at the end of the first half and the end of the year. So that's just two ways that we make it widely known. And, by the way, the Caravan gets mailed to all of the employees, so it reaches all the field sales employees at their homes, as well as reaches me at my home.

So that's just two ways. There are other ways.

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I, of course, in the course of my daily activities, reaffirm our mission to preventing kids from smoking daily and the people I interact with. That's my job, and that's one of the things that I reenforce as I'm talking to people, particularly employees that, you know, I'm meeting for the first time or that I'm having discussions with for perhaps the first time, and so I do that. We've also - "we" meaning myself and other people I work with - have been to the last couple of annual meetings and have set up a booth at the annual meetings, the annual meeting for shareholders, I should add, so that shareholders and other visitors can come and talk to us about what we do relative to trying to prevent kids from smoking.

So it's not just in promulgating the specific - the specific statement that the MSA requires, which we've done and disseminated, but it's going beyond that and articulating in our day-to-day activities that we're - you know, that we reaffirm that position, and we do it by our actions, if you will.

Q. What are the corporate principles you talked about?

A. The corporate principle is - and I'm going to really boil it down - is that we don't want kids to smoke, and most assuredly, we don't want them to smoke our brands. We don't want them to smoke period, underage kids, and that

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we are reaffirming - again, I'm paraphrasing, but we are reaffirming that principle, which has been a longstanding one with our company before the MSA was ever signed, and that we pursue ways to reduce youth smoking. That's basically it. We could get--- I just didn't bring a copy of it.

Q. That's okay. Pursuant to the MSA, the tobacco companies must clearly and regularly communicate to its customers its commitment to assist in youth reduction of - reduction of youth use of tobacco products. Are you familiar with that?

A. Uh-huh.

Q. How is RJR communicating to its customers that commitment?

A. We do that a couple of ways. One is - and I should really preface my earlier answer to the earlier question. Ever since I have been with the company, since 1978, it has been our policy that we don't market to kids, we don't market to underage individuals, we don't want anybody to smoke who is underage. Besides, we don't want any nonsmokers to smoke as well. That's part of our policy, but this is not - these - this reaffirmation, if you will, of corporate principles is just that. It's a reaffirmation. It's what we've been doing all along. We're just reaffirming it, and the MSA asked us to, so we do.

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Likewise, as it relates to our customers, it's been our policy that we don't, you know, market to underage, and our customers have generally known that, and that's generally their policies, I would assume, because that's the law, you know. They can't sell to underage and, you know, in my experience, at all, in any of the time period I've been here, so, again, it's a reaffirmation of something that we've already been doing. We - you know, in my mind, we reaffirm it by the actions of our sales representatives who will oftentimes suggest to a retailer that they need to have the We Card program or be part of the We Card program in their stores. We receive communications from our sales reps rather frequently, I'm told, as to ordering We Card materials for retailers and providing those, so our sales reps are, in my mind, reaffirming it through those kind of actions.

As recently as, I believe it was, last year a letter went out to - from our sales force to our customers and beyond our customers to retailers that reaffirmed our, you know, commitment to not marketing to kids and that we don't want kids to smoke and telling those customers and retailers that we expected them to abide by the state laws and that if we - that prevent sales of cigarettes to underage individuals, and the letters went on to say that if we learned that they had been convicted of violations of

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those laws, that we would take action - according action. So that was, I think, a very clear reaffirmation of our commitment.

So we've done it. We do it. In my mind, we do it daily. I do it daily. It's what I am about and the people I work closely with, and it's, I think, well-known within the company and by our customers that that's our position. And I want to clarify something. You used the word "customer." The word "customer" means to me people that - or companies or individuals that Reynolds Tobacco Company sells directly to. That doesn't include retailers necessarily. A customer is like a wholesaler or a large direct chain, so I'm answering it in that sense. There are, of course, retailers that sell our products, but we don't sell directly to them.

Q. And is that---?

A. If you understand the distinction?

Q. Yeah, absolutely. And is that a distinction that's been made at RJR in order to comply with the MSA, that you're going to interpret "customers" as the wholesalers?

A. No. That's just my response to how you asked the question, and in my examples, when I talked about our sales reps reaffirming by buying - or by buying - by having We Card materials sent to retailers, those retailers aren't

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customers under the definition I gave you earlier. They're retailers. So, no, there's no such distinction, for purposes of the MSA, not in my mind and I don't think in anybody else's mind.

Q. Are you the executive-level manager that the MSA requires to be identified - to identify methods to reduce youth access to and incidence of youth consumption of tobacco products?

A. That would be I.

Q. I had a feeling. Pursuant to the MSA, RJR must also encourage its employees to identify additional methods to reduce youth access to and incidence of youth consumption of tobacco products. I believe you had mentioned before the TAC, but other than that, are there any other things that RJR is doing to comply with that provision?

A. I think I had mentioned a couple of things. I mentioned the recent involvement with TAC, the Tobacco Action Coalition. I mentioned that we received ideas from employees. I should mention, now that we're on the subject, that I've also, you know, met with employees hither and yon in various settings to discuss the issue. I sent out a letter back in 1999 - it would have been at the time I was designated the person you mentioned earlier, so it was, like, May - May or June of 1999 - to all employees telling them basically who I was and that if they had

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ideas, please, you know, get in touch with me via phone or mail or intercompany E-mail, so encouraging them to please, you know, reach out to me and let me know what you think we should be doing as it relates to youth nonsmoking programs. And I have to say, you know, this may sound like a truism to you, but it's very meaningful to me. It's what I do, and it's what Carolyn Brinkley does, is - we are employees, and we are dedicated to finding, you know, ways to make it happen, and, you know, we encourage other employees to get involved as well, so it's - it's part of our way of operating, if you will.

Q. Aside from yourself and Ms. Brinkley, have any ideas that have been proposed by any of the other employees at RJR been implemented in a youth prevention context?

A. I mentioned - I already mentioned one, which is the bumper sticker idea. There have been--- I'd have to go back and look at the records. There were - what I recall was - and there are still more ideas coming in, I should add, because we're - we're waiting for the TAC ideas and we're working with those. There have been some ideas that employees have offered in the past that were really, for all intents and purposes, things we were already doing, like - I seem to recall something about sponsoring - well, what some are already doing. But they'd, like, want us to sponsor their Little League team or sponsor - I think one employee

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one time wanted us to sponsor their son's drag race car, and those kind of ideas, I don't discard them. I just choose to not pursue those kind of ideas.

In fairness - and I want to say this carefully, because I don't want to insult any employees. I encourage their ideas. I don't want to criticize ideas. That said, some of the ideas we got just really weren't, in my opinion, ideas that would really help us reduce the incidence of youth smoking. They were more ideas as to how I might use company money to support something that an employee was already doing in terms of a hobby, and I particularly remember the one about the race car thing because they wanted us to paint - or create a kid - or a uniform for the kid that was a Right Decisions Right Now uniform, sort of like, well, you know - I don't know, but - and I just didn't think that was what I wanted to do.

That said, you know, a lot of the ideas fell under the heading of would you help out on this - for some reason sports seemed to be a theme that came up - this sports team or that sports team or this sports league or that sports league, and we already had a pilot program going with a group called America's Baseball Camps, so we were already participating in a sports venue, if you will, and America's Baseball Camps is a set of camps that is designed to teach kids baseball skills, and we have provided our Right

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Decisions Right Now materials as well as some financial support for them to incorporate our materials and the lessons therein into the camp to reach these kids and help - help build some good skills with them, life skills.

Anyway, a lot of - some of the ideas we got were akin to that. They were different. They'd be, like, sponsor my kid's Little League or something like that. Well, I wouldn't pursue those because we were already doing something like that, but I took that as an idea that was consonant, if you will, with something we were already doing. I really want to have more ideas and I want to have better ideas, and that's one of the reasons we're trying with this Tobacco Action Coalition group to reach out to those employees and get them engaged with us and really focus on that issue, because I think they may have some good ideas, and there are, you know, folks who work in our manufacturing facilities, and a lot of them are involved with churches, with youth leagues. A lot of them are grandparents and parents, and I just think they'll have a good perspective.

So that's kind of a long way of saying we've clearly complied with it in the past, continue to comply with it, and I'm trying to find new ways to branch out and improve the - both the quantity and - but particularly more the quality of the kind of ideas that employees might offer.

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Q. Pursuant to Section III(i), do you know who RJR designated as the contact person with regards to the limitation on third-party use of brand names?

A. No, I don't.

Q. Do you know who might know?

A. I'm trying to think. I'm sorry. Let me think for a minute. I'm trying to think what--- I'm going to refer you to Guy Blynn simply because he is an attorney and often works in the area of trademarks and logos and, you know, my reading of the section has always been effectively when you're talking about brand names, you're really talking about trademark licensing here, so he probably would have a perspective on that as to who that person would be. It might be him.

Q. Do you know whether any of the attorneys generals have notified RJR of any violations of Section III(i), specifically that authorized third parties are engaging in activity that would be prohibited by the MSA if done by a participating manufacturer?

A. That assumes that the attorney general may have notified us about something that may fall under this that they did, and I'm going to give you an example. The specific answer to your very specific question is - as I hear your question, is, no, I'm not aware of any under that particular III(i). That said, it wouldn't surprise me if an

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inquiry may or may not have come from an attorney general or other individual relative to, like, candy cigarettes that - where someone might have been using a mark or something that looked liked a candy cigarette - or in a candy cigarette, using something that looked like a trademark and asked us to do something there. That's happened a lot over the years, both before and after the MSA, so I don't want to preclude that someone on an attorney general's staff might have asked us about something like that, that I'm not aware of, but other than that possibility, I don't really recall knowing or hearing anything under III(i) in terms of an inquiry.

Q. Do you know whether under Section III(p) RJR has joined any new tobacco-related trade associations?

A. My answer is, no, I don't know, and, no, I don't think so, and I'm not aware of any, and I'll just, in fairness and just, you know, being open about it, that, you know, my understanding of the definition of tobacco-related trade association is similar to what the TI was, Tobacco Institute, so I'm answering in that aspect. You know, as I've talked to you earlier, I'm on the Coalition for Responsible Tobacco Retailing board, which is a group of tobacco companies and, you know, trade associations that deal with tobacco-related issues, i.e., preventing kids from, you know, getting access to cigarettes. That's not a trade association, but, you know - and I don't think anybody

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would ever construe it as such, but just in case somebody would say, well, that's a trade association, then, you know---

Q. Was that formed before or after the MSA?

A. That was - that was before the MSA. It was before well-known. It was formed before the MSA. It was well-known to the attorney generals, a number of whom had endorsed it and promoted it, so - and by that I mean the We Card.

Q. Okay. Do you know what sort of safeguards are in place at RJR to prevent underage people from doing things like redeeming cigarette coupons or entering in RJR's sweepstakes or contests or cashing in on two-for-one offers?

MR. BEACH: Object to the form of the question for no other reason than it's significantly compound, but if you want to try to take a shot at it, Steve.

Q. I can break it down.

A. Let's - let's break it down.

Q. Starting with redeeming cigarette coupons. I didn't know if it was all related to one thing or if it is specifically broken down.

A. Cigarette - in my experience, cigarette coupons are redeemed at retail for the purchase of cigarettes, and the safeguard in that instance is with the retailer. They're selling the cigarette to an individual or offering

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it for sale, and they're supposed to card individuals to prevent the sale, so when you talk about coupons, that's generally where they get redeemed. To the degree that we would - I can't think of the instance, but if we were - we, Reynolds Tobacco Company, were somehow redeeming a coupon, we would, at minimum, request a written proof of age to do that and a certified - proof-of-age certification, I think, is what we call it, with the signature of the individual certified. But, again, I don't think we redeem coupons. Again, that's something that, you know, is done at retail.

Q. What about what is done to prevent underage people from entering sweepstakes or contests that RJR might have from time to time?

MR. BEACH: Object to the form of the question. Foundation. But you can still answer, Steve.

A. Let me - let me ask you to break it up, and let me try it this way. In - we have at Reynolds Tobacco Company a set of procedures where it's in our direct marketing - what I'll call a direct marketing mail area that for people to get - for people to get those materials in the mail, they have to certify that they are a smoker and that they're above - they're twenty-one years of age or older. They have to certify in writing to that. To my knowledge, we asked for that certification or we required that kind of certification on any program where there would be that kind

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of interface where someone would be receiving cigarettes or coupons or something like that from us in the mail or writing back to us in response to a program like that. So, yeah, there is a set of procedures in place. I'm generally aware of that set of procedures, and I've articulated what the guts of it is. There's more to it than that in terms of how we verify that, what checks we use on that, but I'm not the guy to really talk to about the detail of that.

Q. Do you know who that might be?

A. Again, I think I would start with Lynn Beasley, the head of marketing. Those are the kind of issues that would be in her area.

Q. I'm going to go back to the question I asked earlier that I had mismarked the section of the MSA. It's actually in Section III(h).

A. III(h)?

Q. Yeah. It states in there that "no participating manufacturer may provide or cause to be provided to any person without sufficient proof that such a person is an adult, any item in exchange for purchase of tobacco products or the furnishing of credits, proof-of-purchase, or coupons with respect to such a purchase." Are you familiar with how RJR is accomplishing this provision?

A. I'm - I'm confused. You said Section (h)?

Q. III(h).

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A. My Section (h) says "Ban on Gifts to Underage Persons Based on Proofs of Purchase."

Q. Right. And there's a section in there. I'm not sure how far down.

A. Okay. Just give me a chance to read the whole section.

Q. Sure. No problem.

A. Because I'm trying to figure out which part of this you pulled out of here.

Okay. I'm ready.

Q. Okay.

A. I remember your question.

Q. Okay.

A. I think, as I - I think I've answered it, but I'll do it again. I started - earlier I mentioned about retail.

Q. Uh-huh.

A. That's really covered in Section 2 - Subsection (2) of Section (h), "In the case of items provided or to be redeemed at retail establishments, a participating manufacturer shall be entitled to rely on verification of proof of age by the retailer, where such retailer is required to obtain verification under applicable federal, state, or local law."

Under number 1, I talked about our age certification process. This is what I was referring to, was

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that process of getting a driver's license or other government-issued identification, and what I referred to is that how we store that and how we might verify that, like third-party verification, you'd have to talk with Lynn to get more of the details of how we do it, but, yeah, we have procedures. The answer to your question is, yes, we have procedures in place to adhere to Section (h), as articulated in the MSA.

Q. Do you know who at RJR is responsible for helping draft and negotiate the MSA?

A. No, and I would bring to your attention that in the days of the MSA, 1998, we had a different corporate structure, and there was a holding company called R. J. Reynolds Nabisco or RJR Nabisco, so they were our parent, and so they may have been involved, and you may want to start there, because my recollection is that they were involved, I think, with the MSA.

Q. Did you have any responsibilities helping to draft or negotiate the MSA?

A. I was not involved with the negotiations. To my knowledge, I wasn't involved in drafting the MSA. I don't - I think the attorneys generals drafted the MSA. So, no, not to my - to my recollection.

Q. In your role as vice president of public issues, are you required to be familiar with research, public papers

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that are done regarding the MSA and its effects?

A. Just - answering basically the word "required," no, I'm not required to do so, but I certainly try to do so. It's, I think, incumbent on me to do a good job to try to keep up to speed on the literature as it relates to smoking prevention, youth smoking prevention in this country. So, yes, I do try to do so.

Q. Are you familiar with a report from the Legacy Foundation that criticizes increase in magazine advertising post-MSA?

A. Only---

MR. BEACH: Excuse me. Let me object to the form of the question. Nothing further. You can - if you - if you are familiar with it and want to answer it, go ahead, Steve.

A. Only in that I recall seeing a press release or press article about that subject, but I don't recall any specifics about that report.

Q. You didn't read it?

A. I don't recall reading it.

Q. Are you familiar with the report from the Massachusetts Department of Public Health regarding cigarette advertising expenditures before and after the Master Settlement Agreement?

A. No, I'm not familiar with that report that you're

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referencing, and, again, I think I want to go back and, you know, and remind you of my earlier answer, that my job is youth smoking prevention and preventing - you know, working to prevent underage kids from getting cigarettes or using cigarettes. My job is not, you know, tracking marketing expenditures or advertising activities of cigarette brands or cigarette brand companies.

Q. Are you familiar with a research report by Impact Teen on the changes at the point-of-sale for tobacco following the 1999 billboard ban?

A. No, I'm not.

MR. BEACH: Object to the form of the question.

A. No, I'm not, and, again, I - as I told you, my role and what I try to keep up on in terms of the literature is literature that speaks to the prevention of - of preventing kids from smoking in the United States.

Q. Do you have any responsibilities regarding what magazines RJR may advertise in and its effect on youth readership?

MR. BEACH: Object to the form of the question. You may want to restate your question.

MR. SCHWARTZ: Well, if he can answer.

A. It's a broad question, but I think, as I've articulated, I'm involved with the Right Decisions Right Now program, the We Card program, some of the local government

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issues. I'm not involved with in a direct sense, nor do I have responsibility for, where and in what publications the cigarette brands that we market may or may not choose to advertise in.

Q. Does anyone from those departments who may deal with advertising or decisions as to what magazines RJR might advertise in - do they ever come to you and seek your guidance?

MR. BEACH: Object to the form of the question. Guidance with respect to what? Whether or not to utilize the magazine - I guess, is the basis for my objection. I don't understand what they would---

MR. SCHWARTZ: Well, seek his guidance on youth smoking prevention issues and whether the advertising there - whether it jibes with the purposes of the MSA, any of the requirements.

MR. BEACH: Do marketing people come to Steve and say should we be doing this from your standpoint, in your capacity? Is that what you're asking?

MR. SCHWARTZ: Yes.

A. Is that your question?

Q. Yes.

A. I don't recall any marketing people coming to me and asking me whether or not they should run an advertisement in one magazine or the other, so, no. The

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answer is no. I do recall - and I wish I could recall the exact instance - once or twice where I or one of my folks might have talked to media people about a youth nonsmoking advertising opportunity, so I do interface from time to time rarely with the media people on perhaps an opportunity where somebody will say, "Would you buy an ad?" In fact, it's been a couple of times where they - somebody will write in to them saying, "Would you buy an ad for youth nonsmoking in our publication?" and they will come to me and say, "Do you want to place an ad for the youth nonsmoking program in the publication?" But I - so I have that interface. And you had mentioned in your question in the capacity of youth nonsmoking, so, yeah, I've had that kind of interface, but, again, to be clear, no, I can't recall having an interface relative to the placement of cigarette brand advertising in publications.

Q. Did you have any input in the decision to establish a seventy-five percent readership threshold that you had talked about earlier that RJR has instituted as far as youth readership?

MR. BEACH: Object to the form of the question. You can still answer it.

A. I mean, no, I don't think so. I mean I didn't - I don't recall sitting in any meetings discussing it, or I don't recall anybody asking me to, you know, weigh in on the

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issue. I can't preclude, as I sit here today, that I might have - might or might not have commented or been asked a question in the hall or something like that, but I don't remember any specific instance. You know, a general question about what I would think or what I thought about the subject, but I can't recall any specific instance of that. It could have happened. That could have happened.

Q. Are you familiar with RJR's response to the United States interrogatory number 2, which asks RJR to explain its affirmative defenses to the United States complaint?

A. Well, interrogatory number 2, I don't think so.

MR. BEACH: It might help if you put it in front of the witness.

MR. SCHWARTZ: That's what I'm about to do.

THE WITNESS: And I'm going to have to take a break in about two minutes.

MR. SCHWARTZ: You want to go do that now?

THE WITNESS: Can we?

MR. SCHWARTZ: Yeah.

THE WITNESS: Yeah. Let's do that real quick.

(Thereupon, a recess is taken from 2:46 p.m. to 2:52 p.m.)

Q. Specifically in - this is - what you're looking at is part of the---

A. I'm sorry. Did you mark this as an exhibit?

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Q. No. This is for your reference. This is part of the second interrogatory that refers to the forty-first defense, and in that it states that Plaintiff's claims are barred, in whole or in part, because its claims are mooted in light of the MSA. Are you familiar with that position?

MR. BEACH: You're asking him to interpret a legal argument, Counsel?

MR. SCHWARTZ: I'm not asking him to interpret it. I'm just asking if he's familiar with the position taken by RJR that plaintiff's claims are barred, in whole or in part, because its claims are mooted by the MSA.

MR. BEACH: Are you aware of the statement that he just asked you?

A. No.

Q. Okay. In paragraph 3 of---

A. Are we going to mark this as an exhibit if I'm going to---?

MR. BEACH: Might as well.

Q. We can go ahead and mark it.

A. I just---

Q. Sure.

A. So I have - so it would be in the record, so I can refer back to it.

(Thereupon, Deposition Exhibit Number 6 Strawsburg

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is marked for identification.)

A. Thanks.

MR. BEACH: Exhibit 6.

Q. Okay. In paragraph 3, RJR's response states that allegations relating to the Joe Camel advertising are moot in light of the MSA because the MSA prohibits the use of cartoons in marketing materials, is that correct?

A. I'm sorry. Let me read it. That---

Q. Sure.

A. It says - the paragraph says, paragraph 3, Exhibit 6, "Approximately ten of the alleged {parens - or quotation marks} "Racketeering Acts," {end quotation marks} appear to relate to advertisements, five of which relate specifically to the Joe Camel advertising campaign. As the FTC recognized in 1998, allegations relating to that advertising campaign are moot in light of the MSA, which prohibits the use of cartoon characters in marketing materials," and then it cites "MSA, Section III(b)," and "In re RJR, Number 9285, (FTC January 26, 1999)." You asked me if I was aware of that paragraph that - is that what you asked me, that paragraph?

Q. Yes.

A. No, I've never seen this paragraph before.

Q. Okay. Well, having read that paragraph, is it fair to state that RJR has received at least one complaint

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regarding cartoon characters in its marketing materials, specifically referencing the Doral execution complained of by the Ohio state attorney general?

MR. BEACH: Object to the form of the question. It's, in substance, asked and answered, and it misstates the witness's testimony. Steve, you can respond.

A. Could you restate the question for me or give me the question again, please.

Q. Sure. Sure. Despite what it says in paragraph 3 of RJR's interrogatory response, RJR has at least received one complaint about cartoon executions from the state attorney generals, isn't that correct?

MR. BEACH: Object to the form of the question. It misstates the witness's testimony. You can answer.

A. We talked earlier that - I believe it was in the letter from Mr. Blynn to Attorney General Montgomery, I believe, back - I'll go back and look at it. Was it in that one? To be fair, in that letter what was stated was - this was from Mr. Blynn to Ms. Montgomery - "You continue to express the belief that generally newspaper bags constitute a form of outdoor advertisement prohibited by the MSA and that in particular the dog execution used on such bags for our Doral brand constituted a cartoon." In that case I think you asked - you used the - you used the word - did you

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use the word "complaint"? What was the word you used?

Q. Just now? I might have used the word "complaint," and I didn't mean that in any legal sense. I simply meant an inquiry or a complaint received by the correspondence by the state's attorney general.

A. Okay. Well, if - I'm getting pretty confused, but let me try this way. If you are asking me have there been discussions or inquiries between Reynolds Tobacco Company and one or more attorneys generals or their representatives on a subject of alleged use of cartoons in advertising for a or more Reynolds' brands, the answer to that is, yes, we've talked about that.

Q. Okay.

A. If that's the question, that's the answer.

Q. Great. In paragraph 4 RJR states that the MSA moots plaintiff's complaint because the United States seeks an order enjoining defendants from engaging in youth targeting and that the MSA already prohibits youth targeting. However, RJR has received and there has been discussion and there's currently litigation over youth targeting and advertising placement in California, isn't that correct?

MR. BEACH: Object to the form of the question. Misstates his testimony.

A. Again, let me read the paragraph. "Plaintiff

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seeks an order enjoining defendants from engaging in youth targeting. (Complaint, page 86.) The MSA specifically prohibits youth targeting [MSA citation]. Moreover, the MSA bans transit advertising [MSA citation], prohibits the payment for the use of a manufacturer's products in films [MSA citation], bans billboards [MSA citation], restricts the public distribution of nontobacco items, such as caps and shirts that have a tobacco brand-name logo [MSA citation], and greatly restricts corporate and cigarette brand sponsorships of events [MSA citation]." That's the paragraph 4 that you referred to.

The question you asked me, Jamie, was - and I'm paraphrasing - have we received an inquiry or had discussions or been in dispute with, however you want to phrase it, an attorney general or group of attorney generals relative to our placement of magazine advertising or our purchase of magazine advertising, you said, I think, relative to youth targeting. What I would say is, we've definitely received a complaint relative to the advertising placement in the California case that we talked about earlier, but, again, you didn't let me see or I haven't seen the actual complaint, so I don't recall exactly what they've alleged in that complaint, what - you know, what they are alleging is the violation, what section. If I had that in front of me, I'd be able to say that. Okay? So I can't

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answer specifically as to what's in that complaint.

You know, what I can generally say is - that I'm generally aware of is that the - it sounds to me like, from the response that we've given, that the complaint may include an allegation of youth targeting and probably does include, on the part of the AGs, an allegation of youth targeting in some shape or form, but I can't verify that without the complaint in front of me.

Q. Are you aware of whether any of the other tobacco companies have had any legal action in the courts taken against them by any of the states attorneys generals pursuant to the MSA?

A. I can't recall hearing about or seeing any court action in terms of a court proceeding relative to the other companies, but as I've mentioned earlier, the MSA has a variety - or offers a variety of ways to resolve disputes and carry out inquiries, and so I couldn't preclude that the attorneys generals have had many and vigorous discussions with the other manufacturers on a range of issues that may or may not have risen to a court case, if you will.

Q. Okay. Paragraph 4 of Exhibit 6, RJR also states that the MSA moots the plaintiff's complaint because the MSA restricts public distribution of nontobacco items that have tobacco brand-name logos on them, yet RJR is currently in litigation over this issue with the Ohio attorney generals

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as regards ad placement on matchbooks, isn't that correct?

A. No, that's not correct. The litigation that we're in relative to matchbook is, as I see it, matchbook advertising and not--- I thought we talked about this earlier. We made clear, and I can - maybe I can find the letter.

Q. I think you've got it. That's the top one. The matchbooks is in that one

A. Is this it? In prior discussion you and I talked about today--- And this is by way of still answering the question. This was back in '99. There was a distinction made between "matchbooks on which we advertise are no different in nature than other forms of print media in which we advertise, e.g., magazines and newspapers," and I'm quoting from the memo of December 10, 1999, that we discussed earlier. And that goes on to say, "They are to be contrasted with promotional matchbooks, which we and others in our industry formerly distributed through programs such as 'Camel Cash,' but which we have now ceased distributing." So the section that you cited to me of the MSA, or, actually, down here in this Exhibit 6 - spoke to - restricts the public distribution of nontobacco items, such as caps and shirts that have the tobacco brand name logo. I think I've stated that our position was that the matchbooks that are in dispute today with California - I'm trying to keep

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the time frames right here---

Q. Sure.

A. ---is related to our advertising on those matchbooks, not their distribution as brand name items like you're articulating in section 4 - or paragraph 4.

Q. And that's RJR's position?

A. Well, that's what - that's what I have read from this memo back in 1999, and I believe that's - I have no reason to believe our position has changed on that.

Q. Okay.

A. And, you know, I would refer you back to the press release that I referenced in March, although we don't have a copy of it. I'm sorry about that. But I believe in that press release we stated, again, that matchbook advertising is advertising. It's - we buy it just like we buy newspaper or magazine advertising.

Q. And that's in compliance with the MSA?

A. Yes, in my opinion and in the company's perspective.

Q. Also, in paragraph 4, RJR complains that plaintiff's complaint is mooted because the MSA greatly restricts corporate and cigarette brand sponsorship of events in that last section, yet RJR is currently involved in litigation in three states over sponsorship and signage that RJR uses at racetracks for NASCAR races, isn't that

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right?

MR. BEACH: Objection to the form of the question.

A. Again - not again - I don't think that I characterized - that I characterized the dispute that we're currently having today relative to NASCAR Winston Cup signage as a dispute over the cigarette brand sponsorship. I don't think there's a dispute as to whether we currently sponsor the Winston Cup NASCAR racing series, so that's not in dispute. My understanding is that the dispute is in - or the allegation is along the lines of having to do with how - when the sign - or when a sign that relates to Winston Cup NASCAR racing - how long it's up. Now it's not - to be clear, it's not a dispute, as I understand it, about the sponsorship per se of the series. It's just about the time period in which a sign, speaking to the series, is present.

Q. And RJR - it's RJR's position that that signage is in compliance with the prohibitions in the MSA?

A. Again, we're - we're - yes, and let me - let me clarify. Referring back to the dispute that's - that's underway now that we talked about a couple of times relative to the current time period, yes, because we talked about a couple of different signs.

Q. Well, I meant the current---

A. Yeah, the current one.

(Thereupon, Deposition Exhibit Number 7 Strawsburg

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is marked for identification.)

Q. I'm showing you what's marked Strawsburg Exhibit 7. Please take a minute to look that over.

(Thereupon, the witness reviews the aforementioned document.)

Q. Done?

A. Uh-huh.

Q. Do you recall this letter?

A. No, I don't, not offhand.

Q. Can you tell me what the Nicotine Reduction Committee is or was?

A. As I sit here today, I can't. I don't recall what it was. Do you have any other information that could help me on that?

Q. In a moment. In that last sentence of the second paragraph, the sentence says, "I can assure you that your recommendation will be reviewed in detail and acted on by senior R and D management." Do you recall what recommendations you made that would be acted on by senior R and D management?

A. No, and I'm not sure that the phrase "your recommendations" is referring to something that I recommended as opposed to what the committee recommended. That's how - that's kind of how I read it.

Q. The letter is addressed to Mr. Stephen Strawsburg,

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correct?

A. It's addressed to me.

Q. Okay. Do you remember William Hildebolt?

A. Yes, I do.

Q. What was his position at RJR?

A. It's at the top of the page. He's - he was vice president, research and development.

Q. Did you often receive correspondence from Mr. Hildebolt?

A. Gosh, I'm sure I received some from him. This appears to be one of them, but I don't remember often, a lot. I know - I knew Bill, know Bill.

(Thereupon, Deposition Exhibit Number 8 Strawsburg is marked for identification.)

Q. I'm showing you now Strawsburg Number 8. Take a minute to review that.

(Thereupon, the witness reviews the aforementioned document.)

Q. Done?

A. Yeah.

Q. Okay. Does that memo in any way refresh your recollection as to your participation in the Nicotine Reduction Committee?

A. Other than it reminds me that in that time period, April to August, I was with the RJR Development Corporation,

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not R. J. Reynolds Tobacco Company. RJR Development Corporation was a subsidiary of the company. Other than that, I must say, it's not - not really kick-starting in what this was about---

Q. Okay.

A. ---if that's what you're asking me. Have you got some more that I can look at?

Q. Not right now. In the Strawsburg 8, which you're looking at right now--- Oh, is that---?

A. Yeah, it's been marked.

Q. Okay. There's reference to, at the bottom of the first paragraph, that a permanent interacting companywide committee be formed to develop a coordinated five-year strategic plan on nicotine-related projects. Do you know whether that companywide committee was ever formed?

A. It doesn't ring a bell, and one thing to keep in mind is that in August - or August, September, somewhere in the late - or late summer of '89, I transferred back to the tobacco company with a new assignment that would have left - well, I did leave the RJR Development Company. So I just - I'm sorry. I just can't recall what this is about, the Nicotine Reduction Committee and the meetings and stuff like - meetings that are in here. I just don't remember them. I know - I know these people. I mean I know who these people are, but I'm having a tough time recalling what

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the work of this committee was and what my level of participation in it was.

Q. Do you recall whether a five-year strategic plan on nicotine-related projects was ever implemented at RJR?

A. I'm sorry. I thought - I thought I said I don't recall whether one was - whether a - maybe you asked me whether a group was created. No, I don't recall there being a group, but I can't rule it out, and, no, I don't recall a plan, but I can't rule it out. I mean I - it might have gone under a different name or it might have been a different thing, but, no, I don't recall.

(Thereupon, Deposition Exhibit Number 9 Strawsburg is marked for identification.)

(Thereupon, the witness reviews the aforementioned document.)

Q. Done?

A. Not quite.

Q. Okay.

(Thereupon, the witness continues reviewing the aforementioned document.)

Q. Ready?

A. Uh-huh.

Q. Do you recall this document?

A. I must say, I don't.

Q. Do you recall helping to draft this document? And

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I say that because under the "From" column, your name is handwritten in at the bottom.

A. As we sit here today, I don't remember helping to draft the document. It does appear to be a draft. I can't rule out that I - that I didn't, but I don't remember today, looking back eleven years ago.

Q. On page 2 under "Research Programs/Projects Which Should Be Pursued and/or Continued," do you recall whether the development of a high-nicotine-yield product was such a program that should be pursued or continued?

A. Well, we worked on, in the 1990s, a low-nicotine-yield product, which they characterize in this memorandum - this draft memorandum as high T-and-N ratio, and I'm not sure what they mean by high-nicotine-yield product, which they characterize as low T-and-N ratio. So it may have been, but I don't know quite what they mean, what they - how they're characterizing it. I'm trying to think. A low - high T-and-N would mean - I'm just thinking out loud here - high T-and-N would be - tar over nicotine would be a high-tar yield or a ratio that's - T-and-N - if by number II you asked me - "Development of high-nicotine-yield products," if by that you mean low-T-and-N-ratio products, I think we may have worked on - or I say "we" - I think R and D may have looked at products that had a low - relatively low T-and-N ratio, but I don't remember such

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products or prototypes being characterized as high-nicotine-yield.

Q. Do you know what projects or programs there were that, to your recollection, were low-T-and-N-ratio programs or projects?

A. The--- Boy, I'm trying to go from memory. I can't be sure. It's eleven years ago. But I seem to recall that a project named GTC might have been a low-T-and-N-ratio product. I can't recall for sure. And XGT might have been a low-T-and-N-ratio product, and, again, I want to - I want to, you know, put some context around my answer. I'm trying to remember from - and this is eleven years ago, and my recollection of what's being characterized here as low-T-and-N-ratio products is - you know, what I remember is that R and D had some ideas, and this is not in the context of this committee because I don't really, honestly recall the committee at this point, but I remember R and D was always looking for ideas to improve the taste of our product, and I seem to recall that one possible avenue of doing that was what might be characterized as low-T-and-N-ratio products, which is just a simple way of saying a product that had a tar-to-nicotine ratio of, say - well, a tar-to-nicotine ratio that was similar to a Philip Morris product.

What I seem to recall is that Philip Morris

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products would often have a ratio of around - well, it's hard to describe, but it's like a Merit product might have a tar number of 8 and a nicotine level of .8 in the FTC measurement, which would be a ratio of, like, ten to one, and one of our products, like a - say, a Winston Light, might have a tar of 10 and a nicotine of .8, which would be, like, a twelve-to-one. So a twelve-to-one would be - is just a - when they say high T-and-N ratio, I think, if I recall it correctly, that would be kind of what would be a higher ratio than a Philip Morris kind of product. A low T-and-N ratio is really kind of referring more to, like, a ten-to-one or nine-to-one ratio. It's not really referring to, if I recall, the absolute nicotine yield as much as it's just referring to the balance between nicotine yield and tar yield by the FTC method. So that - I mean, if that's the context - and I'm struggling to try to recall this, but that's the context of what number II is in your question that you asked me.

And then I think, if I'm getting it right, that the two projects I mentioned might have been those kind of products. They may not have been, but I - they might have been.

Q. Do you know whether, on number III under that same heading, the development of new genetically engineered tobacco strains for nicotine control at the plant level - do

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you know whether that was a research program or product which was pursued and/or continued?

A. I don't. That's - I mean that sounds like something that's an R and D product - or project, if it was one at all.

Q. On page 3 under "Important Areas of Research That Should Be Reviewed to Determine Fit in Current Development Programs," in number II, do you know whether the "Performance [parentheses] (consumer and smoke chemistry) [closed parentheses] of products with added nicotine salts, high-nicotine products with added organic acids" - whether that area of research was reviewed?

A. All right. You're going to have to help me. What do you mean by reviewed?

Q. Well, reviewed to fit---

A. Oh, I'm sorry.

Q. ---to determine fit in current development programs.

A. I can't be sure if it was or not.

Q. What about number VII?

A. I don't know. I just - I just can't---

Q. What about number VII---

A. ---be sure, as we sit here today.

Q. ---"Determination of yields of nicotine which provide optimal levels of perceived [quote] 'satisfaction'

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[closed quote] for high, low, and [quote] 'no' [closed quote] nicotine-yielding products"; do you know whether that was an important area of research that should be reviewed to determine fit in current development programs?

A. Wait. I'm sorry. I misunderstood your question. On its face, what this memo said was that - if I heard your question correctly, are you asking me if that's what this memo says?

Q. No. Let me ask it again. I'll ask it again to clarify. Under number VII, under that same heading, it says, "Determination of yields of nicotine which provides optimal level of perceived 'satisfaction' for high, low, and 'no' nicotine-yielding products." Do you know whether that was an important area of research that - whether it was reviewed to determine to fit into - in current development programs?

MR. BEACH: Object to the form of the question. You can answer.

A. As we sit here today, I don't - I don't know. I don't recall because I mean I - I'm not quite sure what that means or what it would have meant, and I don't know what - what research they'd be referring to there.

Q. Okay. On---

A. As we sit here today, I--- Go ahead. I'm sorry.

Q. All right. I just wanted to make sure you were

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done with your answer. I didn't mean to cut you off.

On page 4, under heading VI, there's a - it references back on page 3 to "In terms of needs which became apparent at the meeting, it appears that [colon]" or "that," and number VI says "A complete understanding of tobacco nicotine in leaf that may lead to better separation concepts and processing means for [quote] 'nicotine control' [closed quote]." My question is whether that area was ever investigated pursuant to the recommendation made in this memo?

MR. BEACH: Object to the form of the question.

A. Again, I don't know, and I want to, again, put a context on this. I'm a marketing guy, and at that time I was a marketing guy in the development corporation, so if - if and when R and D or other departments might have, you know, gone after these areas or pursued these areas or done these things that we've been talking about, I don't know, and/or whether or not they might have been pursued under a different name or, you know, a different heading, I don't know. It's hard for me to tell, looking back eleven years. So with that - with that, you know, context, that's my answer on that one.

Q. Okay. How much notice did you have that you were going to be deposed here today?

A. I don't know. Thirty days maybe, twenty, thirty

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days, something like that. I don't really remember when they called me.

Q. What did you do in order to prepare to testify here today?

A. Well, one is, I continued to do my job, and - which means I keep abreast of developments in the youth smoking prevention field, and that's one of the main things I did. I also did go back and glance at some of the materials that we have used, that we've talked about today, the study guides in the Right Decisions Right Now program, the adult brochures that we've talked about, and some of the other materials. I went back and looked at some of the survey work that we talked about, the Monitoring the Future and the YRBS, just to refresh my memory on current rates and smoking incidence rates. I also looked at some data on state compliance - or states' compliance with the SAMHSA laws, which is related to the access issue at the state level, the measurement of kids' access to cigarettes through retail. And I glanced back through the '94 - 1994 Surgeon General's report, a couple of sections on that, that I've looked at before. I probably asked some questions of my assistant, like how many schools did we mail to last spring and - or I think I requested a set of materials, a clean set of materials from her, because mine are probably getting dog-eared. That's what I recall right now, I mean,

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generally.

Q. How much time did you take or dedicate to preparing for the deposition?

A. Pieces and parts of a couple of days - I don't know - over the period probably three and a half, four days in total, maybe four and a half days, something like that, over twenty, thirty days, broken up into chunks. I've got a lot of other - you know, I---

Q. Sure. So combined over that thirty-day period, you'd break it down to about - what did you say - four and a half, somewhere between three and four and a half?

A. I think my testimony was - what? - three and a half, four and a half, somewhere in that range. I mean I honestly didn't keep track of it specifically, but---

Q. Did you have any meetings with anyone to prepare for the deposition?

MR. BEACH: Steve, let me just counsel you here. He's entitled to know if you met with counsel to prepare for the deposition. He's entitled to know who you met with, when you met with them, and pretty much that's about it. So there's not an issue with you divulging that we met or who - you know, if you met with a lawyer to prepare for the deposition, but---

A. Yeah, I met with counsel to prepare.

Q. Who specifically did you meet with?

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A. Could I ask my counsel a question?

Q. Yeah.

THE WITNESS: Am I allowed to divulge that?

MR. BEACH: Yeah. Who.

THE WITNESS: Counsel - who counsel---?

MR. BEACH: Could we go off the record here for a second?

(Thereupon, the witness confers with Mr. Beach off the record.)

Q. The question - you said you met with counsel. I said who specifically did you meet with.

A. Okay. I met with Mr. Beach. I met with Mr. McDermott, who is with the same law firm as Mr. Beach. Mr. McKim may have very briefly sat in, and I say briefly, in one of two of those meetings. In fact, Mr. McKim was with us this morning when we came over. He was there for about a half-hour. And this is in preparation, so I'm excluding the chap at the end. I've never met him till today. I'm trying to think who else was there. I think Mr. Holton, I may have met - I have met with him, although briefly, on this deposition.

Q. Is he in-house or out-house?

THE WITNESS: He's Womble, isn't he?

MR. BEACH: We prefer to refer to it as outside counsel.

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MR. SCHWARTZ: I'm using your words. You said out-house before.

A. I think he's outside counsel on it.

Q. Okay. Anyone else that you met with?

A. Any counsel?

Q. Yes.

A. I'm trying to include people who just stuck their head in, so I'm taking your word "meeting" very loosely. I think Dan Donahue stuck his head in, but I didn't talk - we didn't talk about any of this subject, that I recall.

Q. How many meetings did you have with counsel?

A. As I said, we - and my recollection of kind of the total amount of time I spent preparing was in the three-and-a-half to four-and-a-half-day range. Pieces and parts of that with counsel was probably maybe two and a half to three of the days, something in that range.

Q. Do you recall how many separate meetings you had with them?

A. You have to tell me what you define as a separate meeting.

Q. Well, getting together and talking about it, breaking, doing other things, coming back and getting together again.

A. I'm not trying to be argumentative, but, I mean, like, does that mean - breaking mean going down to my office

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for---

Q. No.

A. ---twenty minutes and then coming back?

Q. No. I mean, you know, maybe one day and then, you know, another day you get back together again.

A. Okay. Let's - let me answer it this way: I'm going to include a whole - a whole day where I would have met with any one of these fellows, and it was mainly Mr. Beach, as one meeting, not counting lunch breaks or check-my-office breaks or phone breaks kind of thing. Now let's see. It would be - I think it would be over the parts of four days, four separate days, I think. It's three or four. I can't remember which. I know it was--- What's today? Wednesday? At least three, and I think there was a fourth one in there somewhere, parts of a day.

Q. And when were those meetings?

A. Well, days, parts of yesterday, parts of Monday. We didn't meet - I don't think we met at all last week. Let's see. Where are we in the week here? I'm sorry. I'm just getting kind of tired. I'm trying to---

Q. Is it fair to say it was all within the last two or three - two weeks?

A. I think what I said was that - my recollection is that I received notice of this about twenty, thirty days ago. It might have been actually, probably more like thirty

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or forty. I'm not a real good timekeeper. Okay? But since that time I've met with Mr. Beach three or four, and Mr. McDermott was there with one or two of those meetings, so I'm including that as a meeting. I think it was probably four - over parts of four days, is what I'm sort of recalling right now, but there was, you know, yesterday and today, parts of those two days, and then it had been about two weeks prior to that before we had met - or since we had met. So that's why I'm not---

Q. That's fine.

A. It wasn't, like, day before yesterday. It wasn't, like, last Friday kind of thing.

Q. Sure. Other than you said you spoke with your assistant to help prepare documents for you, was there anyone else that you met with who is not an attorney about your deposition testimony?

A. Well, I mean what I said was I did my job, you know, and my job is in many ways good preparation for a deposition like this because I'm talking about what I do. So, you know, in the course of my job, I talked with, as I mentioned, my assistant, Carolyn Brinkley. I probably asked Rogene Smith, who I mentioned earlier, a couple of questions about, you know, who knows how many pieces we've sent out recently or, you know, I don't really remember, but I wouldn't call it a formal meeting. I mean it's just in the

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course of business.

Q. Well, let's say did you have any formal meetings like similar to what you had with your attorneys? Did you have any formal meetings?

A. Similar to what I had with Mr. Beach?

Q. With people who are not attorneys.

A. No. No, not a formal meeting like that.

MR. BEACH: Nothing could be that bad, right, Steve?

THE WITNESS: I'm not going to comment on the record.

MR. BEACH: I appreciate that.

Q. Did you review any other documents other than the ones that you mentioned in preparation for the deposition?

MR. BEACH: Yeah. I instruct you, Steve, not to answer that question to the extent that it would call for information that was addressed or covered during the preparation session with any of your counsel. Outside of that context, you can answer his question, to the extent you haven't already done so.

A. Yeah. I mean that's what I'm trying to - you know, I have reviewed in the past and---

Q. Well, this is just in preparation for this deposition.

A. Well, let me - let me clarify. Let me go back to

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what I said earlier. I do my job. Okay? My job involves a lot of these subject areas that we've been talking about, so - and I said, in doing my job, I'm going to, you know, remind things, remember things or, you know, go through things that are useful in this deposition. I'm trying to be open and say, well, if you want to count that as preparation, I kind of do, so, yeah. I mean, did I, you know, go and - you know, if that's what you mean, yeah, I mean I looked at a lot of things just in the course of my job. If you're talking more of a narrow, like did I sit down and review a, you know, specific, you know, stack of documents, or whatever, I've talked about some of them that I - that I glanced at or went back and looked at. I'm sure at some point I sat down and glanced back through the MSA just to refresh my memory on the long nature of that document and the - as you found out earlier, the challenge of remembering where specific sections are and what they specifically say because of its length. So, yeah, I've reviewed the MSA in summary fashion by looking over it, and I - you know, I may have looked at - may have gone to the ALF web site. I'm not sure. I mean I've looked at that off and on anyways. I may have looked at some other smoking prevention web sites, probably looked at some ads. In fact, I think I - yeah, I know I did. I actually looked at some TV ads by Lorillard. There was a couple by Philip Morris.

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These are youth smoking prevention ads, a couple of the truth.com ads, just to refresh my memory on what the - what the companies and the ALF are doing, because there are so many ads out there, they can run together.

I mean that's about the extent of what - of what I reviewed, I think, under what you're asking, the way you're asking it.

MR. SCHWARTZ: Well, why don't we take five. I just want to get together with my learned counsel and see if we can't try to wrap this one up.

MR. BEACH: Great. Thank you. Off the record.

(Thereupon, a recess is taken from 3:51 p.m. to 3:55 p.m.)

MR. SCHWARTZ: Subject to any follow-up defense counsel would like, we're adjourned.

MR. BEACH: Yeah. I'll reserve my questions for trial. Thank you.

(Thereupon, at 3:55 p.m., the deposition is adjourned.)

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I, STEPHEN ROBERT STRAWSBURG, certify that I have read in full the preceding transcript of my deposition and that it is a true and complete record of my testimony, with the exception of any changes indicated on the errata sheet(s) attached hereto and signed by me.

_____
Stephen Robert Strawsburg

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this _____ day of _____ 20___.

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That on the 23rd day of May 2001 there appeared before me the foregoing witness in the above-entitled matter;

That said witness was placed under oath and examined in said matter;

That the foregoing testimony was reported by me and the foregoing transcript is a true and correct record of all the testimony of said witness;

That I am not related to or in any way associated with any of the parties to said cause of action or their counsel and that I am not interested in the event thereof.

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BILL LOCKYER
Attorney General

State of California
DEPARTMENT OF JUSTICE

1300 I Street, Suite 125
P.O. BOX 944255
SACRAMENTO, CA 94244-2550
Public: (916) 445-9555

Facsimile: (916) 323-0813
(916) 323-3770

E-Mail: eckhard@hdcdojnet.state.ca.us

Via Facsimile and U.S. Mail

To: Guy Blynn

February 10, 2000

Guy,
Attached are my comments on the proposed Settlement Agreement.
Mike
2/14/00

Guy M. Blynn, Vice President and Deputy General Counsel
R.J. Reynolds Tobacco Company
P.O Box 2959
Winston-Salem, NC 27102

Re: Settlement Agreement - Brand Name Sponsorships

Dear Mr. Blynn:

Attached for your review and approval is the (proposed) Settlement Agreement. I believe the language in the Agreement faithfully reflects the specific points of our agreement, as set forth in our correspondence and in our discussions in Phoenix.

We have received favorable reports from observers at the NHRA Races in Pomona this past weekend regarding (1) Reynolds's signs on concession stands and around the track and grounds, and (2) the configuration of Reynolds's Adult-Only Facility ("The Winston Booth" tent), as well as the identifying signage on tent. In this latter regard, we think the size and manner of display of "THE WINSTON BOOTH" is reasonable, although we might consider unreasonable a sign that is larger or employs different graphics.

We appreciate Reynolds's cooperation in modifying its marketing practices to address our concerns under the MSA and in working with us to achieve a satisfactory resolution of the disputed issues. As you and I discussed yesterday, we will deal with the issue of Reynolds's distribution of coupons at last weekend's event separate and apart from this Agreement.

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Please feel free to contact me or Alan Ueberman (at 916-323-3705) at your convenience to discuss the particulars of the Agreement.

Sincerely,

DENNIS ECKHART
Senior Assistant Attorney General

For BILL LOCKYER
Attorney General

DE/AU/kh

cc: W. A. Drew Edmondson, Attorney General of Oklahoma
Chair, Tobacco Enforcement Committee
Mary Schlacter, NAAG Tobacco Counsel
Michael J. Renner, Chief Counsel
Ohio Office of the Attorney General
Joel M. Ressler, Senior Deputy Attorney General
Pennsylvania Office of the Attorney General

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BILL LOCKYER
Attorney General

State of California
DEPARTMENT OF JUSTICE

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(916) 323-3770

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February 17, 2000

VIA FACSIMILE AND OVERNIGHT MAIL

Charles A. Blixt
Executive Vice President and General Counsel
R J. Reynolds Tobacco Company
401 North Main Street
Winston-Salem, North Carolina 27102

Re: **Thirty-day Notice of Intent to Initiate Enforcement Proceedings concerning Direct Mail Marketing Practices and Distribution of Free Samples**

Dear Mr. Blixt:

This letter is a 30-day notice pursuant to Section VII(c)(2) of the Master Settlement Agreement ("MSA") of California's intention to initiate proceedings related to violations of the MSA's restriction on distribution of free samples of tobacco products.

Sections V.E of the Consent Decree and III(g) of the MSA prohibit distribution of free samples except in Adult-Only Facilities, but exclude from the definition of "free sample," "the conducting of consumer testing or evaluation of Tobacco Products with persons who certify that they are adults." This office sent Reynolds letters on January 3, 10, and 19, 2000, setting forth our concerns that Reynolds has been distributing free samples of Winston and Camel cigarettes through the mail to California residents who are not smokers, have not requested that product be mailed to their homes, have not agreed to participate in consumer testing by receipt of product in their homes, have had no contact with Reynolds for a considerable period of time, and/or have not properly certified to Reynolds that they are adults. We informed you of our belief that these and other aspects of your program, including mailing very large quantities of cigarettes into California, confirm the fact that your mailing practices constitute an impermissible free sampling program rather than legitimate consumer testing and evaluation.

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2
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In response to our correspondence, Reynolds has provided us with some (but not all) of the information requested in our letters and, along with the Arizona Attorney General and her staff, we have met with your representatives to discuss these issues. In Mr. Blynn's letter of February 11, 2000, Reynolds has agreed to make some changes in the process which results in the distribution of free samples. However, these changes do not sufficiently address our stated concerns, nor does the letter respond to our demand that Reynolds cease and desist from sending free samples to California residents pending resolution of the issues in dispute.

We remain willing to continue to discuss these matters with you, and will respond to the particulars of Mr. Blynn's February 11 letter under separate cover. However, please be advised that unless we are able to reach a prompt and satisfactory resolution of these issues, we intend to initiate an action in Superior Court to obtain appropriate judicial relief regarding violations of the above-referenced provision of the MSA. As has been discussed, such action will seek relief in addition to that which we intend to seek for enforcement of section V.E of the Consent Decree (MSA, section VII(b)) and for violations of the provisions of California law prohibiting unsolicited distribution of free samples of tobacco products to personal residences.

Sincerely,

DENNIS ECKHART
Senior Assistant Attorney General

For BILL LOCKYER
Attorney General

cc: Attorneys General of the Settling States
Participating Manufacturers
Arthur F. Golden, Davis, Polk & Wardell
Mary Schlaefer, NAAG Tobacco Counsel

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Chron
FAXed 3-1-00 @

R.J. Reynolds
Tobacco Company

GUY M. BLYNN
Vice President and
Deputy General Counsel

P.O. Box 2959
Winston-Salem, NC 27102
336-741-7508
Fax: 336-741-7598

VIA FACSIMILE (916) 323-0813

February 29, 2000

Dennis Eckhart, Esquire
Senior Assistant Attorney General
State of California
Department of Justice
1300 I Street, Suite 125
P. O. Box 944255
Sacramento, CA 94244-2550

RE: Distribution of $1 Off 2 packs Cigarette Coupons at Pomona Raceway

Dear Mr. Eckhart:

I am writing to respond to your objection to our distribution of cigarette coupons at the Pomona Raceway. The coupons that we distributed were for $1 off 2 packs and only were provided to smokers 21 years of age or older in the Winston Booth, a private facility where anyone under 21 years of age was denied access by a peace officer or licensed security guard on the premises.

As you know, we have tried to cooperate with you with regard to the 2 Brand Name Sponsorship events per year which take place in Pomona. That is why we accommodated your prior demand that we not distribute free cigarettes in this location. We did so without conceding that our relationship with NHRA, which provides the use of the property involved during the time we are there, does not constitute a lease sufficient to meet the requirement of Cal. Health & Safety Code 118950.

Further, despite its inartful wording, we do not agree that the statute was intended to or does prohibit the distribution of coupons (except free coupons, i.e., those which may be redeemed for cigarettes at no or nominal cost). Only coupons for free packs are surrogates for the free packs which clearly are prohibited.

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3
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In the interest of resolving this matter in a Solomon-like way, perhaps you would be willing to consider an exercise of prosecutorial discretion. We ask that you refrain from prosecuting any alleged past violation of the statute and any alleged future violations for three additional NHRA events at Pomona, or until December 31, 2001, whichever occurs first.

Given the fact that we openly distributed free packs of cigarettes without objection by you or anyone else since the date the statute first became effective, we believe that this exercise of discretion is entirely appropriate.

Very truly yours,

Guy M. Blynn

GMB/dw

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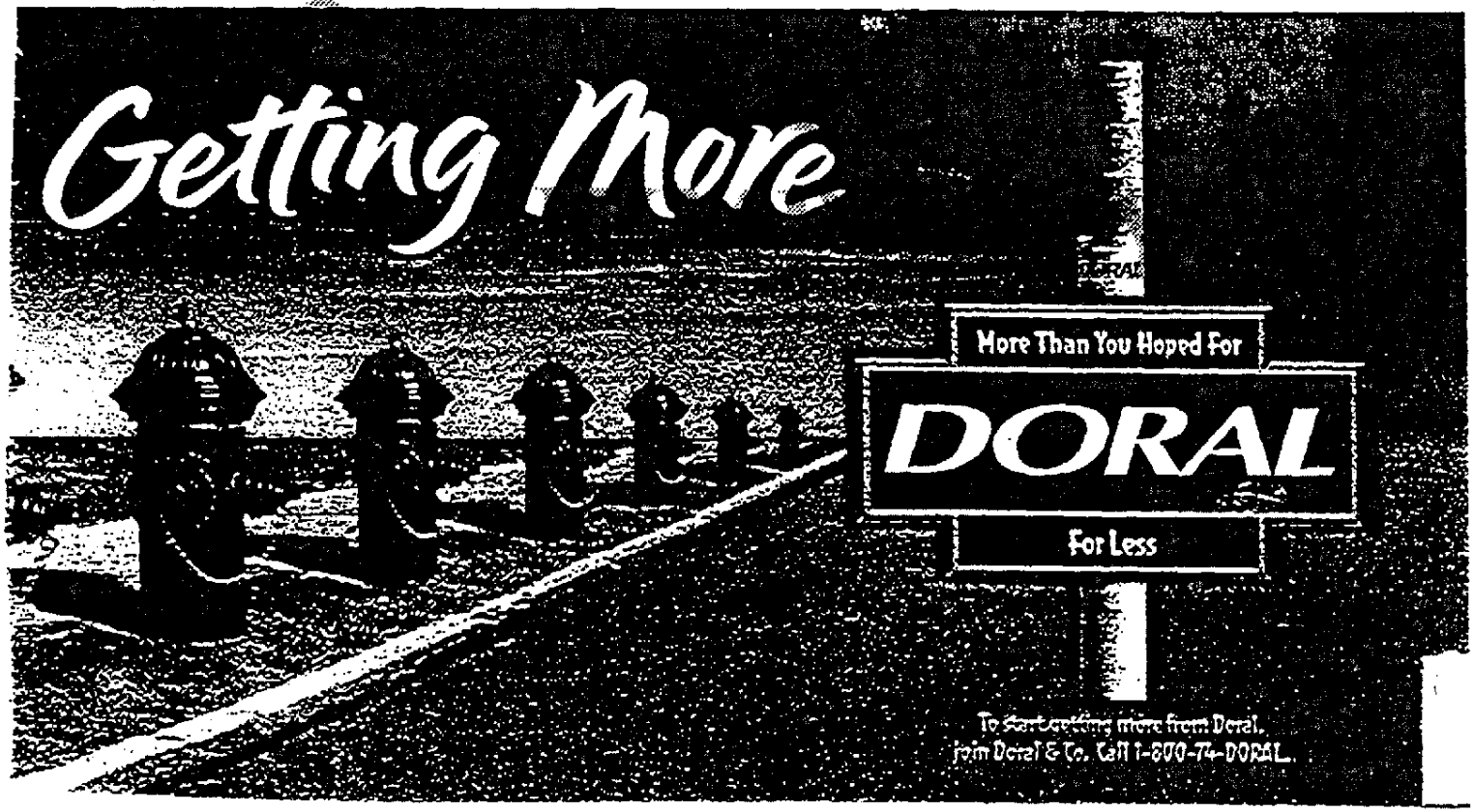

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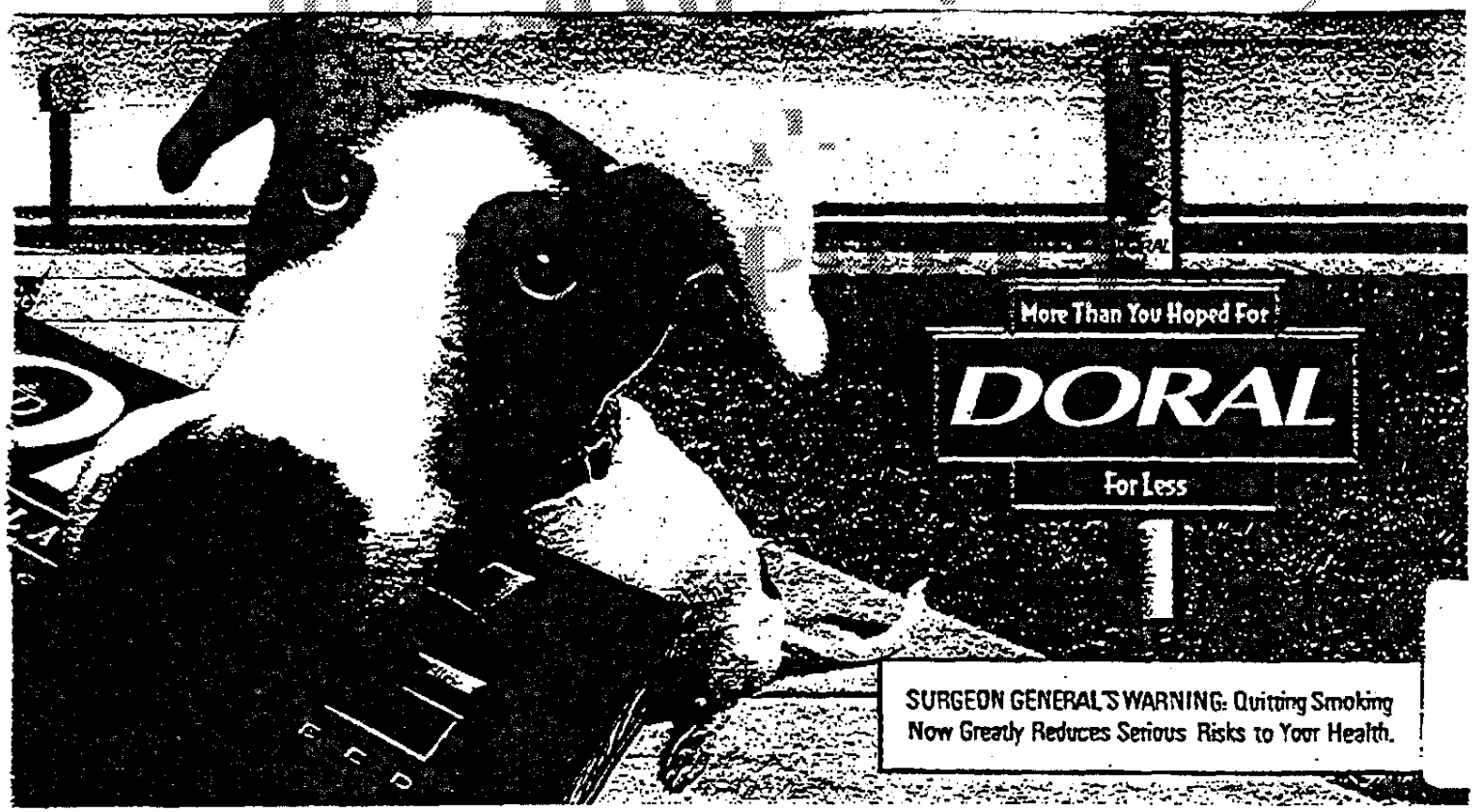

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File: SAG Master Settlement

R.J. Reynolds Tobacco Company

VIA TELECOPY AND USPS
(614) 466-5087

GUY M. BLYNN
Vice President and
Deputy General Counsel

P.O. Box 2959
Winston-Salem, NC 27102
336-741-7508
Fax: 336-741-7598

December 10, 1999

The Honorable Betty D. Montgomery
Office of the Attorney General
State Office Tower
30 E. Broad Street - 17th Floor
Columbus, Ohio 43215-3428

Dear General Montgomery:

I write on behalf of Lynn Beasley, Chuck Blixt, Rick Sanders, Steve Strawsburg and myself to thank you for the courtesies which you and the other representatives of the NAAG Tobacco Committee extended during our meeting in Winston-Salem. It seems clear to me that continued communication and good-faith give and take will be the keys to achieving satisfactory results in matters relating to the Master Settlement Agreement.

During our meeting, a number of issues were raised with the result that it was incumbent upon us to respond to you by way of follow-up. After much consideration, we do so now.

Newspaper Bags – You continued to express the belief that, generally, newspaper bags constitute a form of outdoor advertising prohibited by the MSA and that, in particular, the dog execution used on such bags for our Doral brand constituted a cartoon.

Without prejudice, we would undertake not to use the dog execution on newspaper bags in the future. This would require us to destroy a substantial number of those bags we have in inventory. However, we cannot voluntary forfeit newspaper bags as a medium for us to use to communicate with adults who smoke. When and if this medium is used in the future, we will take care to ensure that it bears messages presented in such a way that no one could argue that they embodied or constituted a cartoon.

DEPOSITION EXHIBIT 5 Strawsburg

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Please note that our undertaking regarding the dog execution would be limited to its use on newspaper bags. We continue to believe that the "Imagine Getting More" campaign in no way violates the MSA, and that newspaper bags most assuredly are not a medium of outdoor advertising.

Matchbooks – The matchbooks on which we advertise are no different in nature than the other forms of print media, e.g. magazines and newspapers, in which we advertise. They are to be contrasted with promotional matchbooks which we (and others in our industry) formerly distributed through programs such as "Camel Cash," but which we now have ceased distributing.

The matchbooks on which we currently purchase space are traditional advertising media marketed by a company totally independent of us and sold for retail distribution to purchasers totally independent of us. We pay for the advertising space on the basis of expected circulation, just as we do with respect to magazines and newspapers.

This is different than promotional matchbooks, which we employed until the MSA became effective. These matchbooks were produced for us and distributed by us. There was no circulation guarantee; we bought the entire matchbook, not just the advertising space.

Under these circumstances, we are not prepared to forego this medium.

Print Media – As we explained, it is our policy to include advertisements for our brands in print media which appeal primarily to those over the age of 21. We further have explained that we review not only the "readership" demograph data from the surveys which are available but also review the editorial and advertising content of the publication before we place advertising in a publication. Because we choose 21, not 18, as the median age for our choices there should be no disagreement about the adult nature of the publications in which we advertise. If the median age of the "readership" of a publication is over 21 but approaches 21, it is likely that a significant percentage of those "readers" are between 18 and 21. Conversely, considerably less than 50% of the "readership" is likely to be below 18.

I have placed quotation marks around the various forms of the word "reader" in this letter because the measures of "readership" currently in wide use really measure whether an individual "has seen" the publication rather than, in any meaningful way, whether the individual has "read" it.

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For your information, we were part of a group which spent considerable time with the Food and Drug Administration investigating whether there were better ways to ascertain the demographics of those who spend some significant amount of time with a publication so that it could be said with greater confidence that a "reader" actually saw something besides the front cover of a publication. Better methodologies can be formulated and we believe that, if they were used, it would result in an aging of the "readership" of many publications.

As a result, we are unwilling to preclude ourselves from advertising in publications which have more than a certain number of "readers" who are under 18 years of age when that number is less than 50% of the "readers." This would preclude us from one or more of the most popular publications, even if their "readership" overwhelmingly was adult – a result which would damage us competitively and unacceptably oust us from one of the remaining media through which we can communicate with adults who smoke.

During our meeting, you asked several factual questions:

- Do we pay to have our ads placed in particular locations in publications?

  RJRTC sometimes pays a premium for so-called "Franchise Positions" in a publication. Franchise Positions, such as the back cover, the inside of the front cover (the "second cover"), and the inside of the back cover (the "third cover") are more expensive than other locations in a publication. However, Franchise Positions generally are not available to everyone who wants to pay for them. Usually, a publication offers an available Franchise Position to a particularly good advertiser or other criteria established by the publication. If the advertiser purchases the Franchise Position, it retains the right to purchase that position annually in the same edition (e.g. March) of the publication until it gives up that right. RJRTC will purchase back covers and second covers, but will not pay an upcharge for the third cover.

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- Could we pay to have our ads not placed in particular locations in publications?

  We do request that all publications avoid placing our ads in certain positions of the publication (e.g. within six pages of other tobacco advertising). Another such criterion asks that publishers avoid placing our advertisements near "antithetical editorial or advertising." I am advised that publications generally understand that pursuant to this request our ads should not be placed near editorial material which would appeal particularly to children. However, we have no real ability to enforce these requests, except by withholding future placements in a publication which does not honor our requests. This is something which we reserve the right to do, but which we are unwilling to commit to do in every case someone might bring to our attention.

- Can we avoid advertising in publications which have a large percentage of readers who are less than 18 years of age?

  We already do (see above).

- Can we avoid advertising in publications which have a large number of readers who are less than 18 years of age even if this large absolute number is only a small percentage?

  We could, but will not (see above).

We note General Edmondson's letter of July 30, 1999 regarding inter alia the Camel "Mighty Tasty" exceptions. We believe we discussed that problem adequately during our meeting. If you disagree, please let us know.

Very truly yours,

Guy M. Blynn

cc: The Honorable W.A. Drew Edmondson
Mary Woolsey Schlaefer, Esq.
Ms. Lynn J. Beasley
Charles A. Blixt, Esq.
Mr. Richard M. Sanders
Mr. Stephen R. Strawsburg

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FORTY-FIRST DEFENSE: Plaintiff's claims are barred, in whole or in part, because its claims for relief are moot.

In its Complaint, Plaintiff brings claims and seeks relief that is moot in light of the Master Settlement Agreement ("MSA") and other state settlement agreements that Reynolds and its competitors reached with the state Attorneys General. The broad-scale restrictions and prohibitions on Defendants' conduct bar any alleged continuation of the claims alleged in the Complaint. Thus, there is no reasonable likelihood of future actionable conduct. Comparing the provisions of the MSA with the alleged "Racketeering Acts" and Plaintiff's Prayer for Relief demonstrates the mootness of Plaintiff's claims.

For example, approximately 28 of the 116 alleged "Racketeering Acts" appear to relate to press releases or other public statements by TIRC/CTR or the Tobacco Institute ("TI"). Under the MSA, both TIRC/CTR and TI have been dissolved. (MSA § III(o).) Approximately twenty-nine (29) of the 116 alleged "Racketeering Acts" appear to relate to research funded by TIRC/CTR. Again, TIRC/CTR has been dissolved.

Approximately 10 of the alleged "Racketeering Acts" appear to relate to advertisements, 5 of which relate specifically to the Joe Camel advertising campaign. As the FTC recognized in 1998, allegations relating to that advertising campaign are moot in light of the MSA, which prohibits the use of cartoon characters in marketing materials. (MSA § III(b); In re RJR, No. 9285 (FTC Jan. 26, 1999).)

Plaintiff seeks an order enjoining Defendants from engaging in youth targeting. (Complaint, p. 86.) The MSA specifically prohibits youth targeting. (MSA § III(a).) Moreover, the MSA bans transit advertising (MSA § III(d)), prohibits the payment for the use of a

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manufacturer's products in films (MSA § III(e)), bans billboards (MSA § III(d)), restricts the public distribution of non-tobacco items such as caps and shirts that have a tobacco brand-name logo (MSA § III(f)), and greatly restricts corporate and cigarette brand sponsorships of events (MSA § III(c).)

Plaintiff seeks an order requiring that each defendant fund, but have no part of or influence over the control of or decision making relating to, a sustained educational campaign devoted to the prevention of smoking by children. (Complaint, p. 87) The MSA provides for the creation of national public health foundation, funded by Reynolds, Philip Morris, Lorillard and Brown & Williamson. These companies have agreed to pay $25 million per year for 10 years to fund this organization. Moreover, the companies paid and will pay hundreds of millions of dollars to fund a public education program to be run by the foundation they are funding. Among the goals of this foundation are: (a) developing and disseminating model advertising and education programs to counter underage alcohol and tobacco use, (b) producing a nationwide advertising and public education program, (c) working smoking cessation programs, (d) providing training and information for parents, (e) developing school curriculum materials regarding tobacco use; (f) funding research on factors that influence underage tobacco use and substance abuse, and (g) tracking and monitoring underage tobacco use and substance abuse. (MSA § VI.)

The gravamen of the Plaintiff's Complaint is that Defendants did not fully disclose the health risks associated with smoking. Under the MSA, the companies are prohibited from making material misrepresentations of fact concerning the health effects of tobacco use. (MSA § III(r).)

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Plaintiff also seeks an order requiring disclosure of certain documents relating to marketing allegedly directed at youth, research on the health consequences of smoking and nicotine addiction and the ability to develop less hazardous cigarettes. (Complaint, p. 86) First, Plaintiff has already requested such documents in the course of this litigation. Second, millions of pages of company documents are currently publicly available on the company's websites. Finally, the MSA currently requires Reynolds, Philip Morris, Lorillard, Brown & Williamson, the Tobacco Institute, and CTR to make publicly available documents, with certain limited exceptions, that they have produced in certain smoking and health litigation. (MSA § IV(c-d, h, j).)

Finally, the MSA has very real enforcement provisions to ensure compliance with the MSA's provisions. First, courts in each state in the country have continuing jurisdiction to implement and enforce the provisions of the settlements. (MSA § VII(a).) Each state and company designated an officer to discuss disputes or other issues related to each settlement. (MSA § XVIII(m).) If a state Attorney General reasonably believes a violation of the MSA or consent decree has occurred, that Attorney General may: (1) inspect and copy relevant documents from the manufacturers' files regarding the claimed violation and (2) interview company employees and officers regarding the claimed violation. (MSA § VII(g).) Accordingly, Plaintiff's allegations and the relief sought are moot.

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RJR

R. J. Reynolds Tobacco Company
Winston-Salem, N. C. 27102

William M. Hildebolt
Vice President
Research & Development

August 4, 1989

Mr. S. R. Strawsburg
RJR Dev. Corp. Strategic Mkt./4TP

Dear Steve,

I would like to personally thank you for your participation in the Nicotine Reduction Committee.

Denny & Tom reviewed with me today the NRC strategic program recommendations relative to future product development and research activities in the area of nicotine. I was most impressed at the thoroughness and depth of your review plus the prioritizing of current programs. This obviously was a most challenging assignment on a complex subject, which I understand evoked much discussion and thought. I can assure you that your recommendations will be reviewed in detail and acted on by Senior R&D Management.

Steve, I truly appreciate all the extra effort you contributed to this assignment. Your special knowledge and experience base in the area of marketing advanced technology products provided a unique prospective to this process which would not have been possible without your involvement.

Regards,

Bill

William M. Hildebolt

WMH:lcf

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Distribution:

Mr. C. A. Blixt, Law Department, 611-12/206
Ms. P. S. Cohen, New Brands Marketing Research, 2 Reynolds Building
Dr. J. S. Gentry, Advanced Product Technology R&D, 611-1/313
Dr. C. R. Green, Biobehavioral/Biochemical R&D, 611-13C/101
Mr. J. W. Lawson, Product & Applied Technology R&D, 611-12/309
Mr. H. T. Parks, Brand Marketing, 4 Reynolds Building
Mr. D. L. Potter, Brands R&D, 611-12/309
Dr. J. H. Reynolds, Biobehavioral/Biochemical R&D, 611-12/110AC
Dr. J. H. Robinson, Biobehavioral/Biochemical R&D, 611-12/110AC
Mr. S. R. Strawsburg, RJR Development Corporation Strategic Marketing, 4 TP

Xc: Dr. W. M. Hildebolt
Dr. M. E. Stowe
Dr. A. W. Hayes
Dr. B. M. Lawrence

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RJR INTER-OFFICE MEMORANDUM

Subject: Meeting Notice: Initial Meeting Meeting of the Nicotine Inter-Company Review Committee

Date: April 12, 1989

To: Distribution

From: T. A. Perfetti
Flavor Division
P&AT R&D
611-1/Room 212

In February, 1989, Research and Development held a symposium which reviewed all major brand development and basic research programs which dealt with control (agricultural or process technological means), smoke yield (blending configurational means) and perception (consumer and sensory perceptive and biobehavioral/biochemical aspects) of nicotine. As an outgrowth of that symposium an ad hoc committee was formed to review the symposium proceedings and to make recommendations to R&D management as to next steps. A copy of the ad hoc committee overview and recommendations is attached for your review. On March 31, 1989, Drs. Hildebolt, Hayes and Stowe reconvened the ad hoc committee and requested that a permanent interacting company-wide committee be formed to develop a coordinated five-year strategic plan on nicotine-related projects (see Committee Recommendation I). Drs. Hildebolt, Hayes and Stowe requested that the following committee be established and consist of the following individuals:

Dr. T. A. Perfetti	-	Product & Applied Technology R&D
Mr. J. W. Lawson	-	Product & Applied Technology R&D
Mr. D. L. Potter	-	Brands R&D
Dr. J. S. Gentry	-	Advanced Product Technology R&D
Dr. C. R. Green	-	Biobehavioral/Biochemical R&D
Dr. J. H. Reynolds	-	Biobehavioral/Biochemical R&D
Dr. J. H. Robinson	-	Biobehavioral/Biochemical R&D
Mr. C. A. Blixt	-	Law Department
Ms. P. S. Cohen	-	New Brands Marketing Research
Mr. S. R. Strawsburg	-	RJR Development Corporation Strategic Marketing
Mr. H. T. Parks	-	Brand Marketing

On Thursday, April 27, 1989 a planning meeting will be held at the Hyatt Hotel in Regency 2 between 8:00 a.m. and 4:45 p.m. to establish the charge of this committee and to develop the long- and short-term strategic objectives of the committee. We will develop a plan of action by initially prioritizing the "areas of research" indicated on pages 2-4 of the attached memo.

I hope that our initial meeting at the Hyatt or Stouffer's will be very fruitful. An agenda has been developed for this meeting and is attached. Until then, please review the enclosed memorandum and give some thought as to the charge for this committee and its strategic objectives. Thank you so much and hope to see you very soon.

T. A. Perfetti

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RJR Interoffice Memorandum

SUBJECT: Overview and Recommendations of Next-Steps Team on Nicotine Review Meeting

DATE: February 23, 1989

TO: Dr. W. H. Hildebolt (Advisor)
Dr. A. W. Hayes
Dr. M. E. Stowe

FROM: T. A. Perfetti
H.T. Parks
(W. H. Dufour) J. Wharrison
J. H. Reynolds
J. H. Robinson
J. S. Gentry
C. R. Green
D. L. Potter
C. A. Blixt
? { P. Cohen (MRD)
S. Strongburg (Dev. Corp.)
H.T Parks (Strat Marketing)

COMMITTEE RECOMMENDATIONS:

I. Establish a permanent interacting committee comprised of Strategic Marketing personnel from Tobacco USA and the Development Corporation and a selected group of product developers and research scientists that have a broad knowledge base and practical orientation. Their first objective would be to develop a co-ordinated 5 Year strategic plan on nicotine related projects. Their plan should encompass means to anticipate future consumer demands and means to link these emerging consumer demands to R&D technology development. Cooperation will be paramount.

II. Continue information exchange between basic researchers and product and applied researchers. Regular meetings, off-site, should be scheduled with specific divisions designated by product/research areas, e.g. LN, XGT, NN, etc., to present and exchange ideas/results which work toward the product/research goals.

III. Develop a continuing education program for scientists through cross training, not only in R&D, but with outside departments as well, to achieve a working knowledge of the technological base of information and its link to consumer demands. The current educational efforts such as the "Tobacco Training Course", the "Marketing Training Course", and the "Cigarette Design Course" are very important, yet they are like kindergarten courses in many ways as they merely present a very condensed version of known material, the simple building blocks of our industry. The continuing education program envisioned would not only provide the "brick and mortar", but also a blue print and engineers to build the highly innovative, high technology products needed by the industry.

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INTRODUCTION:

The intra-R&D nicotine review held at the Sheraton North on February 6 provided a great deal of information relative to product goals and basic nicotine research interests. The morning session provided an excellent review of current marketing and brand oriented goals. The afternoon speakers presented basic research methods currently being employed to investigate a wide variety of issues related to nicotine research. The question/answer sessions were active and unearthed many issues/concerns that these researchers have in the area of nicotine research. The consensus of the committee was that the seminar was successful and that the information exchange was highly useful under the review format followed. The committee further believed that a continuation of this process is necessary.

This report will be divided into four areas:

- Committee recommendations
- Research programs/projects which should be pursued and/or continued
- Areas of research not covered by the symposium
- Important areas of research that should be reviewed to determine "fit" in current development programs

RESEARCH PROGRAMS/PROJECTS WHICH SHOULD BE PURSUED AND/OR CONTINUED:

I. Development of low nicotine yield products (high T/N ratio)
II. Development of high nicotine yield products (low T/N ratio)
III. Development of new genetically engineered tobacco strains for nicotine control at the plant level.
IV. Development and scale-up of existing/demonstrated means (ex. SFE) to meet present product needs in the nicotine control area (LN, LNA, XGT, NN)
V. Sensory evaluation research on yield, control, and perceptions of smoke nicotine
VI. Human Smoking Behavior research must continue (DFC, Cognitive Research, HSB, etc.)
VII. Development of fundamental knowledge gained in CONAR on nicotine receptor mechanism and pharmacokinetics.

AREAS OF RESEARCH NOT COVERED AT THE SYMPOSIUM:

I. Configuration means to control nicotine yield and perception. This approach offers distinct advantages in terms of utilization of current tobacco inventory and processing waste control.
II. An historical perspective of Reynolds No. 1 - the first low nicotine yield product marketed by RJRI in Germany. What information do we have based on this experience? How does today's market differ?
III. Organoleptic properties of nicotine. In-house information is scant and conflicts in some areas of literature information.

nicotine free and a
mouthfeel sensation etc w/o nicotine ?

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IMPORTANT AREAS OF RESEARCH THAT SHOULD BE REVIEWED TO DETERMINE "FIT" IN CURRENT DEVELOPMENT PROGRAMS:

I. Properties of cotinine and other nicotine analogues in cigarette products (biological/biobehavioral, smoke chemistry/yield, etc.)

II. Performance (consumer and smoke chemistry) of products with added nicotine salts, high nicotine products with added organic acids

III. Investigation of d-nicotine in product development and basic research

IV. Determine the composition of mixtures of nicotine/levulinic acid and effects of water on these mixtures

V. Evaluation of the potential masking effects of 'tar' on nicotine perception and pharmacological properties for high, low and "no" nicotine yielding products

VI. Investigation of "perceptual" substitutes for the organoleptic properties of nicotine

VII. Determination of yields of nicotine which provide optimal levels of perceived "satisfaction" for high, low and "no" nicotine yielding products

In general, all the topics covered at the symposium were very relevant and need pursuing.

In terms of needs which became apparent at the meeting, it appears that:

I. Much of the work on nicotine is very compartmentalized. Many of our R&D projects could benefit from a multi-disciplinary task force approach.

II. There is a need for long-term strategic planning and priority setting by upper management for nicotine related projects.

III. We need to develop a mechanism to assure that Brands R&D and Marketing research results and perspectives are made available to research scientists. An explanation of consumer knowledge could be useful in the design of studies and the stimulation of ideas for new research applicable to the marketplace.

IV. It is <u>essential</u> that those involved in basic research receive the opportunity to develop new techniques and explore basic research ideas, as well as apply their skills to address product related issues. At present, many of the basic researchers find themselves in an atmosphere of continual "fire fighting". Constant testing and progress through innovative thought are mutually exclusive constructs. <u>Time</u> is necessary to understand consumer issues and to develop methods to resolve the following issues:

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- Paradox of plasma nicotine levels as a function of average puff volume for Winston vs. Marlboro smokers.
- Unusual enhancement of nicotine binding for various nicotine analogues (salts) and/or viable nicotine substitutes.
- Development of measurements of "satisfaction" for low T/N and high T/N products.
- Further research to refine our concepts of why people enjoy smoking.

V. Better analytical methods for nicotine in solids and solution and more precise on-line nicotine analysis methods for use in process control

VI. A complete understanding of tobacco nicotine in leaf that may lead to better separation concepts and processing means for "nicotine control"

VII. Determination of the rate-limiting step in plant's nicotine synthesis as a starting point for pursuing "real" modern genetic engineering

VIII. Development of successful methods for accelerated aging of tobacco

IX. Determination of the effects (chemical, biological, sensory) of a high total nitrogen to nicotine ratio for GLA tobaccos

X. The trend at R&D over the last 10-12 years has been to tie programs/projects so closely to deadlines and milestones that there is little time for creativity.

It is the Team's opinion that through good strategic planning, training, interdepartmental communications, and continued intra-R&D reviews, we can effectively compete with PM in the 1990's.

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I WISH TO MAKE THE FOLLOWING CHANGES TO MY TRANSCRIPT FOR THE FOLLOWING REASONS:

PAGE	LINE		
9	2	Change:	"Protonic" should be "Protonix"
		Reason:	Correction
17	21	Change:	"the" to "to"
		Reason:	Change
22	2	Change:	"public and middle, junior" to "public, middle and junior"
		Reason:	Correction
23	14	Change:	Add "public" after "these"
		Reason:	Clarification
23	15	Change:	Remove "public" after "and"
		Reason:	Clarification
31	7	Change:	change "community, not RJR" to "community, not just people within RJR"
		Reason:	Clarification
127	18	Change:	Change "breast" to "abreast"
		Reason:	Correction
130	17	Change:	Change "There's an" to "That"
		Reason:	Correction
130	18	Change:	strike the word "that"
		Reason:	Clarification
150	2	Change:	Change "and" to "with"
		Reason:	Clarification

Dated: August 8, 2001

Stephen Robert Strawsburg

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